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THE LAW AND THE FACTS

IN RELATION TO THE
FIXING OF

WATER RATES

FOR THE

City and County of San Francisco

BY
CHARLES WESLEY REED
A member of the Board of Supervisors

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TO THE MEMBERS OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO—GENTLEMEN:

I take this occasion to address you on the questions involved in the fixing of water rates, because the matter is of great importance and because it is necessary for us to agree on the principles by which our actions should be controlled. If the Supervisors do me the honor to read what I have to say, is may serve as the basis of discussion and result in some agreement as to the course we should pursue.

I.

WHAT RELATION DOES THE SPRING VALLEY WATER COMPANY OCCUPY WITH REGARD TO THE PEOPLE OF THE CITY AND COUNTY OF SAN FRANCISCO?

The Spring Valley Water Company is in the possession of property which has been devoted by the Constitution to the use of the people. The water which it supplies, and the land and improvements by which the water is collected and distributed, belongs to the people of the City and County of San Francisco. They have been "taken" for the use of the people, and there is left in the Spring Valley Water Company only the right to a reasonable compensation for such use, and the management of the property. The Spring Valley Water Company is in the highest sense a trustee of property used in supplying the people of this municipality with water. Having once devoted any of its property to that use, it cannot make any other use of such property. The Water Company cannot sell such property, nor stop supplying water, nor go out of business. A railroad company can say that transportation rates are fixed too low, refuse to run its cars, and can go out of business because its property is its own. Not so a water company. Its property is not its own, except in a limited sense; it has been "taken" for public use. The people pay its taxes, the salaries of its officers, its operating expense and its profits. The people of San Francisco own this property by

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virtue of the Constitution, which the people of the whole State adopted.

The Supervisors should therefore approach the question of fixing water rates in the spirit of a master who reviews the acts of one who has been entrusted with the care of his property and who is to be rewarded for his services reasonably and justly, but who is to be held to strict account for negligence and laches.

The Constitution and the decisions of the Court abundantly sustain these views:

"The use of all water now appropriated, or that may here-"after be appropriated, for sale, rental or distribution, is here-"by declared to be a public use, and subject to the regulation "and control of the State, in the manner to be prescribed by "law."

Constitution, Article 14, Section 1.

"And when rates have been fixed by legislative authority, "any person, company or corporation collecting water rates "in any city and county, or city or town in this State, other-"wise than as so established, shall forfeit the franchise and "water works of such person, company or corporation to the "city and county, or city or town when the same is collected, "for the public use."

Constitution, Article 14, Section 1.

Price vs. Riverside Company, 56 Cal., 433, was a case where a water company refused to furnish water to one who had been using it, and attempted to take the water for its own private use. In that case the Court said, "Every corporation "deriving its being from the act above cited has impressed "upon it a public trust—the duty of furnishing water, if water "it has, to all those who come within the class or community "for whose alleged benefit it has been created. Every such "corporation may exercise, on behalf of the public, the power "of eminent demain; and no man nor company of men, in-"corporated or otherwise, can take the property of a citizen "for his or their own exclusive benefit. So plain a proposi-"tion cannot require elaboration. The power—in its nature "a public power—and the public duty are correlative."

182812

Merrill vs. Southside Irrigation Company, 112 Cal. 426, was another case where a water company refused to furnish water to one who was entitled thereto. In that case the Court said, "The evident intent of the framers of our Constitution "was to strike a blow at the monopolies which had grown up "out of the sale, rental and distribution of water, and by de- "claring such use a public use to bring it within the control "of the local authorities in municipalities where the burdens of "the system were most onerous."

Merrill vs. Southside Irrigation Company, 112 Cal. 433-4.

"The use being a public use the legislature may regulate "it so as to promote the interests of the public and at the "same time to do no injustice to the water company."

Merrill vs. Southside Irrigation Company, 112 Cal. 435.

The case of San Diego Water Company vs. San Diego is the leading case in California on the subject of fixing water rates. In that case three Judges, Van Fleet, Henshaw and McFarland agreed on this language,—"Those who engage in "it (the business of supplying water) put their property entirely "into the hands of the public. Having once embarked, it is "beyond their power to draw back. They must always be "ready to supply the public demands and must take the risk of "any falling off in that demand. They cannot convert their "property to any other use however unprofitable the public "use may become. They have expended their money for the "benefit of others, and subjected it to the control of others."

San Diego Water Company vs San Diego, 118 Cal. 568-9.

"The whole history of municipal regulation conclusively "shows that its principal purpose was always to diminish what "were rightly or wrongfully believed to be exorbitant charges. "The theory of its application has always been that it is neces- "sary to restrain the proprietors of what have been called "'virtual monopolies' from imposing extravagant and un- "reasonable tariffs for the use of their facilities."

San Diego Water Company vs. San Diego,
118 Cal. 569-70.

"As we have said, it is not the water or the distributing "works which the company may be said to own, and the value "of which is to be ascertained. They were acquired and con- "tributed for the use of the public; the public may be said to "be the real owner, and the company only the agent "of the public to administer their use. What the "company has parted with, what the public has ac- "quired, is the money reasonably and properly ex- "pended by the company in acquiring its property and "constructing its works. The State has demanded the use of "that money, and for that use that it must provide just com- "pensation."

San Diego Water Company vs. San Diego,
118 Cal. 570.

II.

WHAT IS THE OBLIGATION OF THE PEOPLE TOWARDS THE WATER COMPANY?

The whole obligation of the people towards the water company whose property has been taken for the use of the public is to fix reasonable rates and allow just compensation.

The Constitution provides that the use of water is "a public use," "subject to the regulation and control of the State," and that "the rates or compensation" "for the use of water" "shall be fixed, annually, by the Board of Supervisors," "in the manner that other ordinances or legislative acts, or resolutions are passed by said body." "Such ordinances shall be fixed in February."

Constitution, Art. 14, Sec. 1.

There is no provision of the Constitution which tells the legislative body upon what basis the "rates or compensation shall be fixed." There is no justification for the belief that is held in some quarters, that the law expressly provides for an "investigation" of any given kind or character. The municipal legislatures are granted vast powers by the Constitution, without express words of limitation, but into this grant of power the Courts have read the general duty to act fairly and justly, and to exercise judgment and discretion, which of course necessitates an investigation.

In Water Works vs. San Francisco, the Court says, "Where the Constitution provides for the fixing of rates or "compensation, it means *reasonable* rates and *just* compensa- "tion. To fix *such* rates and compensation is the duty and "within the jurisdiction of the Board. To fix rates not reason- "able or compensation not just is a plain violation of its duty."

Water Works vs. San Francisco, 82 Cal. 286.

"Regulation, as provided for in the Constitution, does "not mean confiscation, or a taking without just compensation. "If it does, then our Constitution is clearly a violation of "the Constitution of the United States, which provides that "this shall not be done."

Water Works vs. San Francisco, 82 Cal. 307.

"The meaning of the section (Constitution, Art. 14, Sec. 1), is that the governing body of the municipality, upon a "fair investigation, and with the exercise of judgment and "discretion, shall fix reasonable rates and allow just com- "pensation."

San Diego Water Company vs. San Diego,
118 Cal. 556, 566.

III.

WHEN WILL THE COURTS STEP IN AND NULLIFY THE RATES FIXED BY THE LEGISLATIVE BODY?

Only when the act of the Supervisors, if enforced, would necessarily result in the taking the property without just compensation. The thory of the law is, that the municipal

legislature has been chosen by the people when they enacted the constitution as the proper body to determine what is a reasonable rate, and what is just compensation. If the rates are compensatory, although the reward provided is too low as compared with the profits of other business enterprises, still the courts will not interfere unless the reward is less than the *lowest current rate of interest* upon the actual value of the property necessarily used in providing and distributing water to consumers. Unless a profit equal to the lowest current rate of interest upon such actual value is provided in the rates fixed by the governing body, they are so unjust as to amount to a practical confiscation of the property of the water company. They violate the Constitution of the United States, and the Courts will declare the ordinance fixing rates void.

In the case of San Diego Water Company vs. San Diego, four judges adhered to this doctrine, which of course made it the decision of the Court. Judges Van Fleet, McFarland and Henshaw subscribed to these words: "In ordinary cases, "where the management is fair and economical, it would be "unreasonable to fix the rates so low as to prevent the com- "pany from paying interest on borrowed money *at the lowest* "*market rate obtainable;* and even then, some allowance or mar- "gin should be made for any risk to which the company may be "exposed, over and above the risk taken by a leader."

San Diego Water Company vs. San Diego,
118 Cal. 571.

Judge Beatty said, "Rates ought to be adjusted to the value "of the service rendered, and this means that the water com- "panies should be allowed to collect annually a gross income "sufficient to pay current expenses, maintain the necessary "plant in a state of efficiency, and declare a dividend to stock- "holders equal to at least the *lowest current rates of interest*, "not on the par or market value of the stock, but on the ac- "tual value of the property necessarily used in providing and "distributing the water to consumers."

San Diego Water Company vs. San Diego,
118 Cal. 588.

The three other Justices went much further, holding that if compensation, however small, was provided over and above the taxes and current expenses the Court could not interfere.

San Diego Water Company vs. San Diego,
118 Cal. 580, 586, 587.

In Water Works vs. San Francisco, 82 Cal. 306, the Court said, "The Courts cannot, after the Board have fully and "fairly investigated and acted, by fixing what it believes to be "reasonable rates step in and say its action shall be set aside "and nullified because the Courts upon a similar investigation, "have come to a different conclusion as to the reasonableness "of the rates fixed. There must be actual fraud in fixing rates "or they must be so palpably and grossly unreasonable and "unjust as to amount to the same thing."

IV.

The amount of the bonded indebtedness, and the rate of interest it bears, as well as the number and value of shares of stock of the Water Company are immaterial in arriving at the actual value of the plant according to our State Supreme Court.

In the San Diego case Justices Van Fleet, McFarland and Henshaw said, "The expense of the bonded indebtedness "on which so much stress has been laid, and which seems to "present so difficult a problem in some of the cases, must be "disregarded. * * * Evidently no distinction can be made "between those who construct the work with their own money "and those who do so with money borrowed from others."

San Diego Water Company vs. San Diego,
118 Cal. 571.

In the same case Judge Garoutte says, "But as to the "amount of the bonded indebtedness, and the amount of inter-"est annually accruing thereon we fail to see their materiality "in determining the value of the plant, or the sum total of "revenue to be raised from the sales of water. It is not a "question in which rate payers are concerned, whether the "water company has no outstanding indebtedness, or is floun-"dering under a bonded debt which threatens to sink it at "any moment."

San Diego Water Company vs. San Diego,
118 Cal. 578.

"In the same case Judge Temple said, "I agree generally "in the views expressed by Mr. Justice Garoutte."

San Diego Water Company vs. San Diego,
118 Cal. 584.

In the case of Redlands vs. Redlands, 121 Cal. 367, the Supreme Court passed upon these questions anew. In that case the Superior Court of San Bernardino had annulled the rates fixed by the Council of the City of Redlands and made an order requiring the Board to fix rates, "so as to assure an annual income to the plaintiff "sufficient to pay the interest on its indebtedness, "its running expenses, taxes, and pay the plaintiff's "stockholders a dividend of not less than seven per "cent per annum upon the par value of said stock, and also "sufficient to keep the water works of said plaintiff, used for "business, in repair."

Redlands vs. Redlands, 121 Cal. 367.

The Court held that the San Diego case in 118 Cal. had passed in many of these questions, saying, "It was held in that "case by a majority of the court, that, for the purpose of fix- "ing the rates to be charged or collected for furnishing water "to the inhabitants of a city, provision should not be made for "the bonded or other indebtedness of the company, or of the "interest thereon; that the rates should be the same whether "the works are acquired or constructed by the company from "its own resources, or with money borrowed from others. "* * * Under the principles determined by these cases the "amount of the capital stock paid into the plaintiff by its "stock-holders as well as the amount of its bonded and floating "indebtedness and the interest payable thereon become imma- "terial factors in the question."

Redlands vs. Redlands, 121 Cal. 368.

The Supreme Court of the United States, however, in the case of San Diego Land and Town Co. vs. National City, 174 U. S. 739, declared, "All these matters ought to be taken into

"consideration, and such weight be given to them when rates "are being fixed as under all the circumstances will be just "to the company and to the public. The basis of calculation "suggested by the appellant, is, however, defective in not re- "quiring the real value of the property and the fair value of "the services rendered to be taken into consideration. What "the company is entitled to demand in order that it may "have just compensation, is a fair return upon the reasona- "ble value of the property at the time it is being used for the "public. The property may have cost more than it ought to "have cost, and its outstanding bonds for money borrowed "and which went into the plant may be in excess of the real "value of the property. So that it cannot be said that the "amount of such bonds should in every case control the ques- "tion of rates, although it may be an element in the inquiry as "to what is, all the circumstances considered, just compensa- "tion to the company and to the public."

The meaning of this case is merely that the amount of the bonds and the interest thereon are to be considered in conjunction with the real value of the property and the fair value of the services rendered. If the amount of the bonds and the other charges asked for by the company are greater than the "real value" of the water company's plant, they must be disregarded. There is no practical distinction between the State Court and the National Court on this subject, because the "actual value" of the plant and the "fair value" of services rendered are the controlling factors under each decision.

It follows therefore that the amount of the bonded indebtedness of the Spring Valley Water Company, its floating indebtedness, and the interest that the company pays for borrowed money, and the capital stock of the company, are factors which are not controlling, to say the least, in arriving at the true value of the Spring Valley Water Company's property. They can be considered, however, in order that the Supervisors may have all the light possible in doing substantial justice to the company.

V.

THE DEPRECIATION IN THE PROPERTY OF THE WATER COMPANY IS NOT TO BE PROVIDED AGAINST IN THE RATES FIXED BY THE BOARD.

In the case of the San Diego Water Company vs. San Diego, so often cited, five out of seven judges agreed that the depreciation should not be allowed the company and only Judge Beatty held that an actual allowance should be made for a sinking fund sufficient to replace such part of the plant when it is worn out.

In that case the three judges who united in an opinion said, "With regard to the question of the depreciation of the "plant by use, it is sufficient to say that ordinary repairs "should be charged to current expense, that substantial re-"construction or replacement should be charged to the con-"struction account, and that depreciation should not other-wise be considered."

> San Diego Water Company vs. San Diego,
> 118 Cal. 574.

Judge Garoutte said, "The theory of the plaintiff in this "regard (depreciation of plant) seems to be that the life of a "plant of this character may be approximated at thirty years, "and that a sinking fund of one-thirtieth of its value should be "collected from the rate payers annually and laid aside to be "handed to the stock-holders upon the sad occasion of its de-"mise, as an alleviating salve to their sorrow. But such a thing "is all wrong, for it results in the consumers of water buying "the plant and paying for it in annual installments. Consum-"ers of water cannot be charged with the cost of construction."

> San Diego Water Company vs. San Diego,
> 118 Cal. 583.

As Justice Temple agrees "generally" with the views of Justice Garoutte, five of the seven Justices in that case unite in saying that depreciation must not be allowed the water company in the rates.

VI.

THE ORIGINAL COST IS AN ITEM TO BE CONSIDERED IN ARRIVNG AT THE ACTUAL VALUE OF THE PLANT, AND IS THE BASIC ELEMENT IN ARRIVING AT THAT VALUE.

In the San Diego case Justices Van Fleet, McFarland and Henshaw agreed "that the money actually invested is the basic "criterion of the revenue to be allowed."

> San Diego Water Company vs. San Diego,
> 118 Cal. 571.

"It should of course be said that it does not follow that "in every case the company will be entitled to credit for all of "its current expenses, or to receive a compensation based on "the entire cost of its works. Reckless and unnecessary ex-"penditure, not legitimately incurred in the actual collection "and distribution of the water furnished, or in the acquisi-"tion, construction, or preservation of so much of the plant as "is necessary for that purpose, cannot be allowed. Nor can "the investment on which the company is entitled to base its "compensation be held to include property not now actually "employed in collecting or distributing the water now being "supplied, however useful it may have been in the past, or may "yet be in the future."

> San Diego Water Company vs San Diego,
> 118 Cal. 572.

This opinion apparently proceeded upon the theory of a trust relation existing between the State and the company; equity is its key note; neither the company nor the city shall be unduly burdened and neither shall receive unreasonable benefits. A reasonable profit upon the money invested wisely and in good faith is assured the company.

Justice Garoutte, however, did not coincide with the three Justices. He said, "In the fixing of water rates by the city, "as contemplated by the constitution, it is evident that the val-"uation of the plant is the basic element upon which the whole "investigation rests. The original cost of construction is "simply an item to be considered in fixing the present valua-

"tion. It is a circumstance, strong or weak, entering into the "final conclusion of the municipality upon the question."

San Diego Water Company vs. San Diego,
118 Cal. 578.

Justice Temple said, "There is no obligation to remun- "erate water companies for investments made or to allow in- "terest thereon, either upon first cost or present value. The "obligation is to compensate for service rendered. * * * In- "cidentally to the inquiry as to what is a fair compensation for "such service, the governing board may well inquire into the "cost which the company, whose rates are to be regulated has "incurred in bringing water to the city and in distributing it. "But these matters are merely incidental and never deter- "minative of the question."

San Diego Water Company vs. San Diego,
118 Cal. 585.

He does not aid us in determining what shall control in fixing a fair compensation for the service rendered. Indeed he s ys, "All the elements entering into the question having been "determined, opinions would still vary as to what would be "fair compensation."

San Diego Water Company vs. San Diego,
118 Cal. 585.

Justice Harrison says, "While the cost of the plant may "be properly considered as an element of evidence in ascer- "taining its value, I am clearly of opinion that it should not "form the basis of estimating the revenue which the water "company is entitled to receive. The value of the plant may "change from year to year as materially as may the cost of "operating the works, and there is good reason for holding "that the constitution requires the rates to be fixed each year, "in order that they may be adjusted to this changing of value."

San Diego Water Company vs. San Diego,
118 Cal. 585-6.

He offers no suggestion as to how to arrive at the value of the plant in any given year.

Justice Beatty says: "To arrive at the actual value of the "plan, water rights, real estate, etc., cost is an element to be "considered, but is not conclusive. The plant may have cost "too much; it may have been planned upon too liberal a scale, "its construction may have been extravagantly managed, the "real estate and water rights may have cost less or more than "their present value, and therefore cost will seldom represent "the actual capital at present invested in the works, but such "present value is the true basis upon which compensation, in "the shape of dividends is to be allowed."

San Diego Water Company vs. San Diego,
118 Cal., 588.

The three Justices who laid down the theory that the mutual relations and obligations of the company and municipality should control in fixing rates—in fact, that the water company is a sort of trustee for the city, of property that has been taken for the use of the city, present a definite scheme to arrive at the actual value upon which water rates are to be based, which is founded on justice and equity, while the other Justices do not criticise this plan, and have nothing to offer in its place.

When we examine the language of the Supreme Court of the United States on this subject it would seem that that Court holds that the original cost is the basic element in estimating actual value, thus reinforcing the views of the three California Justices. We quote this language from the San Diego Land and Town Company vs. National City, 174 U. S., 739.

"What the company is entitled to demand, in order that it "may have just compensation, is a fair return upon the rea- "sonable value of the property at the time it is being used for "the public. The property may have cost more than it ought "to have cost, and its outstanding bonds for money borrowed "and which went into the plant may be in excess of the real "value of the property. So that it cannot be said that the "amount of such bonds should in every case control the ques- "tion of rates, although it may be an element in the inquiry as "to what is, all the circumstances considered, just both to the "company and to the public."

In commenting upon this decision ex-Supreme-Justice J. D. Work says: "And this case may reasonably be considered

" to mean just this: The reasons given for holding that the " actual cost, or the outstanding bonds, should not control in " all cases are that 'the property may have cost more than it " 'ought to have cost, and its outstanding bonds for money " 'borrowed and which went into the plant may be in excess " 'of the real value of the property.' *It must be inferred from " this that if the property did not cost more than it ought " to have cost, and the bonds issued were not excessive, the com- " pany should have a reasonable return on the cost*, sufficient at " least to pay the interest on the bonds, and a fair profit to the " company, in addition, provided the rates necessary to fur- " nish such return would not be unreasonable or oppressive " to the public or the consumers taking water from the com- " pany."

Works on Irrigation, 76.

Thus we see that the cost of the works is everywhere the one criterion upon which compensation is based. Upon no other basis is it possible to estimate value, and the judges who do not subscribe to this doctrine do not attempt to give any other basis to work upon.

VII.

SHOULD ALL THE PROPERTY OF THE WATER COMPANY ENTER INTO THE COMPUTATION UPON WHICH ACTUAL VALUE IS BASED?

In the words of the Supreme Court in the case last quoted " what the company is entitled to demand, in order that it may " have just compensation, is a fair return upon the reasonable " value of the property *at the time it is being used for the public*."

San Diego Land and Town Co. vs. National City, 174 U. S., 739.

Justices McFarland, Van Fleet and Henshaw put it this way: " Nor can the investment on which the company is en- " titled to base its compensation be held to include property " not now actually employed in collecting or distributing the " water now being supplied, however useful it may have been " in the past, or may yet be in the future."

San Diego Water Company vs. San Diego,
118 Cal., 572.

VIII.

HAVING ASCERTAINED WHAT IS THE ACTUAL VALUE OF THE PROPERTY OF THE WATER COMPANY UPON WHICH COMPENSATION MAY BE BASED, WHAT THEN MUST THE SUPERVISORS DO?

They must decide what is a fair rate of interest to be allowed upon such actual value. This rate of interest must, as we have seen be equal at least to the lowest current rate of interest. Then they must determine the amount of taxes the company will pay and its current operating expenses for the coming year. Having done this it will be the duty of the Supervisors to fix a water rate which will yield to the company a sum equal in the aggregate to the combined amount of the interest on the actual value, the Company's taxes, and its current operating expenses.

Judge Beatty puts it thus: "Rates ought to be adjusted " to the value of the services rendered, and this means that " the water company should be allowed to collect annually a " gross income sufficient to pay current expenses, maintain the "necessary plant in a state of efficiency, and declare a divi- " dend to stock-holders equal to at least the lowest current rate " of interest, not on the par or market value of the stock but " on the actual value of the property necessarily used in pro- " ducing and distributing the water to consumers."

San Diego Water Company vs. San Diego,
118 Cal. 588.

IX.

THE PRACTICAL APPLICATION OF THESE PRINCIPLES TO THE SPRING VALLEY WATER WORKS.

Coming now to the application of the foregoing principles to the Spring Valley Water Works for the purpose of estimating its actual value, we first must realize that the local system of water works has been constructed piece-meal.

"It is plain that a new sysytem, based upon our clearer conceptions of the future wants of the city could have a unity and proportion which cannot be expected of one that has grown up under the circumstances of the past growth of the city."

Col. Mendell's Report. Municipal Reports, 1875-6, L.

The Spring Valley Water Works have not been built as a whole, but section after section has been added as the demands of the city for more water have increased. Much of the original work has been abandoned. Iron pipe has been substituted for wooden flumes; larger and better pipe has replaced smaller pipe; and larger dams and reservoirs have taken the place of those of lesser capacity. This has all been perfectly natural, but there can be no reason urged why the citizens of today should pay interest on the pipe and flumes which served the city from 1856 to 1865, and which are no longer in existence. They were temporary in their character and it must be assumed that they were originally built upon the theory that the high rates prevailing for water in those days would entirely pay for the cost of these temporary works during their lifetime. Indeed, Mr. Schussler recently wrote: "I consider it proper economy for my predecessor. Colonel "Von Schmidt, to have constructed in the early sixties a "cheap tunnel and wooden flume and pipe line from Pilarcitos "to San Francisco, instead of *prematurely* building a very "costly and large iron pipe *then*, when iron and labor were "very much higher than in later years, when interest on "money was between fifteen and twenty per cent per annum. "* * *In short, money that may have been *lost* by the abandon-

" ment of the old Von Schmidt line is *many* times made up by
' the many years saving in high interest, effected by *not* con-
" structing prematurely a large and costly iron high-pressure
pipe line."

Schussler on the "Estimate of the Value of the Spring Valley Water Works." P. 9, 10.

In estimating the value of the Spring Valley Water Works at the present time, it will be proper and just to eliminate the cost of these early works that no longer exist, or which, existing, serve no useful purpose. This is the law as we have seen, and it is just, because as Mr. Schussler says, it was proper economy to construct temporary works, which were designed to be paid for out of the profits before permanent and costly works could profitably be built.

A.

ONE WAY OF ESTIMATING THE VALUE OF SPRING VALLEY WATER WORKS FOR THE PURPOSE OF FIXING RATES.

The value of the Spring Valley Water Works can be arrived at from a study of the stocks and bonds. There are 140,000 shares of the capital stock of the Spring Valley Water Company, of the par value of $100 a share, making a total face value of $14,000,000. There are besides this 20,000 shares which yet remain in the treasury. According to the testimony of Secretary Ames and Exhibit 20, on file during the investigation, 80,000 shares of the capital stock was sold for $6,835,670.86, which subtracted from $8,000,000, the par value of the stock, leaves $1,164,329.14, the difference between the face value of the stock and the money actually received from its sale.

From the same Exhibit we find that the Spring Valley Water Company had a bonded indebtedness of three successive series as follows:

1. First mortgage, six per cent bonds,	$4 975,000	
which realized net		$4,873,477.50
2. Second mortgage, four per cent bonds,	$5,000,000	
which realized net,		$4,785,163.19
3. Third mortgage, four per cent bonds,	$4,000,000	
authorized for $2,000,000,		
which realized,		$1,900,000.00
$800,000 were sold which realized,		$780,000.00
The balance, $1,200,000, are yet unsold.		

From which it appears that there have been sold bonds of the face value of $12,775,000 for which $12,338,640.69 were actually realized, the difference between the face value and the actual value being $436,359.31.

It further appears from the testimony of Mr. Schussler, and the report of Mr. Pope, "Municipal Reports 1881-82, page 57," that at the time of the consolidation of the Spring Valley Water Works and San Francisco Water Works there had been expended by the two companies in bringing water into San Francisco the sum of $3,245,048.10, while 60,000 shares of the par value of $100 a share had been issued to the former owners of each company, 32,000 shares going to the San Francisco Water Works, and 28,000 going to the Spring Valley Water Works. Of this issue of stock the difference between $6,000-000 and $3,236,987.65, the actual money invested, or $2,763,-012.35, was fictitious or watered. If we add the fictitious values thus determined, we find that $4,363,701.80 of the face value of the stock and bonds of the Spring Valley Water Works are watered. This represents the difference between the face value of the stock and bonds and the amount actually received from their sale and available for the construction of water works. As the total face value of the stock and bonds is $26,775,000.00 and $4,363,701.80 is fictitious, it follows that only $22,411,298.20 of the stock and bonds represents actual money paid into the treasury of the company.

The next step in estimating the present value of Spring Valley Water Works is to deduct the amount paid for properties that are not now in use, and which have been abandoned or are decayed, or sold for old junk.

[NOTE.—The exhibits are on file with the clerk of the Board. The pages referred to are the pages of testimony taken during the present investigation.]

POINT LOBOS.

Abandoned because of contamination (p. 122).

Strike out $1,438,169.97, the money invested by the San Francisco Water Works in the development of Point Lobos supply at the time of the consolidation, less the value of the Black Point land, Lombard-street reservoir, and Francisco-street reservoir now in use. The amount of money invested may be found in the tables prepared by Mr. Pope for Spring Valley Water Works in 1881. This expert has the endorsement of Mr. Schussler and Mr. Ames. His report will be found in Municipal Reports for 1881–2, page 57 ..... $1,438,169 97

LAKE MERCED.

From the inventory of Lake Merced (Exhibit 1) must be deducted Pumping Plant No. 1, partially blown up and thoroughly dismantled. (Test. p. 58 ..... 163,178 05

PILARCITOS.

1.	Flume, all gone (Test. pp. 136, 541, 422)	323,269 31
2.	Pipe, all removed (p. 542)	187,615 22
3.	Steam engine (p 186), old iron (p. 542)	1,520 60
4.	Original dam—submerged (p. 142) and not in use for any purpose (p. 142–3) ...	30,403 15
5.	Small dam (Schussler knows nothing about it, p. 543)	1,142 75
6.	Artesian wells (not used)	6,001 00
7.	Reservoir begun January, 1872 (Mr Schussler knows nothing of it, p. 543)	12,932 54

SAN ANDREAS.

1.	Tunnel begun in June, 1861—not in use, (p. 545)	2,441 32
2.	One-third of pipe line now out of use and replaced by 44-inch pipe; most of it lies in the ground and discarded (p. 546, 182, 201)	66,535 12

CRYSTAL SPRINGS.

Upper dam. Useful for a county road, not useful for catching or storing water (p. 217). If works were to be constructed anew it would be left out (p. 218).....	$219,596 61	
Allow, say $50,000 for county road for which this dam is now used..	50,000 00	$169,596 61
Been raised thirty feet for that purpose (p. 546).		
Pumping works removed.....		105,844 66

LOCKS CREEK.

Flume decayed and out of use. The new line has taken its place (p. 545)	320,142 49

MARKET STREET RESERVOIR.

Out of use (p. 410).	38,602 28
(This is in addition to its cost as real estate.)	

ISLAIS CREEK.

Not in use (p. 414)	Construction...	$34,407 60
	Reservoir	6,511 92
	Flume.....	16,918 56
Clay-street engine (p. 15 of Exhibit 12		$21,784 61
Office lot and building on California street, sold at a loss of		10,142 90
Office lot corner Geary and Stockton streets ..		120,000 00
Building corner Geary and Stockton streets		434,975 78
Company makes six per cent on these. Willing to withdraw them from inventory (p. 422).		

RIDLEY STREET CUT.

Cost of grading street cut through Market-street reservoir (p. 413). Ex. 12, p. 25	66,871 88
Lake View Reservoir....	63,300 00
Not in system at all, p. 547. Ex. 12, p. 29.	
Islais Creek line, taken up (p. 430)	276,683 92
Lake Honda line, not in use (p. 430).....	210,407 24

SERVICE CONNECTIONS.

These were provided for in the rates as operating expense and have been charged up as loss (p. 431)		183,840 06
Ashbury Heights pump, not in use, p. 421		1,550 00
City Engine of 1872, not in use. (Inventory, p. 22)		104,128 62
Total	$4,418,918 16	
Taking this amount from $22,411,298.20, the money realized from the sale of stocks and bonds, leaves	$17,992,380 04	

This is the cost price of Spring Valley Water Works, excluding only abandoned water supplies like Point Lobos and abandoned and decayed flumes and pipes, and useless dams and works that have been replaced by more costly, extensive and permanent works. Nothing has been struck off for depreciation, except that the remnants of Lake Merced pump, Crystal Springs pump, the pipe lines from Pilarcitos, Lake Honda and Islais Creek (laid in early days and then taken up and relaid in the city as part of the distributing pipe) are not credited to their second use. After such a lapse of time the depreciation must be nearly complete. As against this credit in favor of the company must be offset the entire depreciation of plant which has not otherwise been considered.

There are a great many small items during the last forty years that are not considered, because the testimony does not set them forth. The company is constantly selling pipe, meters, old engines, pumps, etc., for junk, which appears as part of the investment. Only occasionally do we detect such items as service connections, and loss on real estate sold, as part of the cost price of the plant.

It is no injustice to the company to say that its investment is swelled in a small way by many such items, which only a laborious review of the books of the company could disclose. (See page 420).

But according to the Supreme Court decisions we cannot allow interest on property not in use. This will cause us to strike out

Market Street Reservoir Real Estate	$ 31,820,92
North Lake of Merced Rancho that has been defiled by manure and foul drainage, and will not be available for some years. This comprises ⅓ of the whole (p 2, 359, 361).	
$ 150,000.00 Water	
$ 670,098.60 Land	
$ 117,456.10 Ranch	
⅓ $ 937,554.70	312,518.23
Pescadero (Ex. 10)	41,398.01
Sausalito Water Works (Ex. 10)	15,512.07
Searsville (Ex. 11)	285,814.93
Calaveras Purchase	1000,000.00
Lake Merced Coal Yard, out of use (p. 427)	1,600.00
	$ 1,688,664.16

RECAPITULATION:

Par Value Bonds and Stocks	$26,775,000.00
Water in same	4,363,701.80
	$22,411,298.20
Abandoned, decayed and worn out property	4,418,918.16
	$17,992,380.04
Real estate not in use	1,688,664.16
Cost of Spring Valley Water Works now being used in collecting and distributing water	$16,303,715.88

The Black Point Land, Lombard Street Reservoir and Francisco Street Reservoir are estimated by Mr. Schussler as being worth now $100,000.

The Islais Creek line cost	$ 276,683.92
Lake Honda line cost	216,407.24
Merced Pump cost	163,178.05
Crystal Springs Pump cost	105,844.66
	$ 756,113.87

Mr. Schussler claims that portions of these properties are now in use. If the cost price of all were allowed, including the present values of the reservoirs, the credit would only be $856,113.87. There would still be millions between the total and $20,000,000.00 the valuation suggested.

B.

A second way of estimating the cost of the Spring Valley Water Works is to take the statement of Secretary Ames (Exhibit 13) where he states the cost of the Spring Valley Water Works is $26,245,095.66.

This, according to Attorney Kellogg represents the actual dolars invested (p. 446). Examining it, we detect an expenditure for the purchase of the San Francisco Water Works of $3,200,000. This was not money, but an issue of stock. As we have seen, according to the Spring Valley Water Works' expert, Mr. Pope, there was expended in this system only $1,438,169.97, leaving a difference of $1,761,830.03 as watered stock. To this sum add the items appearing under "A" as deceased and abandoned works, amounting to $4,459,876.39, and $1,553,089.16, which is the amount of the real estate not in use, and we have $7,774,795.58, which, being subtracted from $26,245,895.66, leaves $18,470,300.08 as the basis for fixing rates.

C.

A third method of getting at the cost of the Spring Valley Water Works is by starting with the year 1875. In that year Solomon Pattee made an examination of the books of the Spring Valley Water Company, and he showed that the total expenditure for all purposes of the Spring Valley Water Company since its inception was $8,746,928.12.

This detailed report is contained in the municipal report for 1884-5 at page 141 of the appendix. At page 157 Mayor Washington Bartlett reviews Mr. Pattee's report in his veto message of that year. Mayor Bartlett says: "I regard this "report as valuable, inasmuch as it presents a detailed state- "ment of all the receipts of the San Francisco City Water "Works from its inception until its consolidation with the "Spring Valley Water Works, and of all the receipts of all "the dividends of the latter company from its incorporation "until March 1st, 1875. This information I have been unable "to obtain from any other source. * * * It states that the ac- "companying data, taken from the said books (the books of company), show the following:

Receipts	$13,448,490 30
Dividends	4,701,562 18
Receipts less dividends	$ 8,746,928.12"

He further says the report shows "conclusively that op-" erating expenses and all other money paid out by the com-" pany for whatever purpose is included in the sum of $8,746,-" 928.12, and that that sum does not represent the cost of the " works." Appendix, p. 157.

Some extra degree of importance may be attached to the proceedings of that year because they were participated in by Mr. E. B. Pond, as a member of the water committee of the Board of Supervisors, who presented $8,200,000 as the cost of the works up to 1885. Mr. Pond had exceptional abilities to bring to the task of estimating the cost of the Spring Valley Water Works, and he supported Mayor Bartlett in every way. See Appendix, p. 138.

In the same year in which Mr. Pattee made his report (1875) Mr. Charles Webb Howard, President of the Spring Valley Water Works, made a report to his company in which he states that he and his associates had acquired the Spring Valley Water Works for nine and a half million dollars. (See page 97 of "Proceeding Had in Board of Supervisors and Reports of Engineers in the Matter of Furnishing Water Supplies for the City and County of San Francisco." Published in 1875 by Spaulding & Baits.) The Spring Valley people claim that the cost of the works at that time exceeded $15,500,000.00 As Mr. Howard included the Calaveras purchase of $1,000,000.00, while Mr. Pattee did not, his report being completed a few days previous to that purchase, we find that Mr. Howard and his associates paid $8,500,000.00 for property which Mr. Pattee said the books show cost $8,746,-928.12. This is something more than a coincidence, and is practical proof of Pattee's correctness.

Mr. Pope, for the Company, makes the cost of the works in 1875 greatly exceed $15,500,000.00, while the Secretary of the Company, Mr. E. M. Mills, in 1875, placed the cost at $15,478,246.66. This was accomplished by adding interest ad lib. In Mr. Pope's estimate interest is computed as high as twenty-four per cent per annum, and taxes and operating expenses as well are computed as cost. The testimony of the President of the Company that he and his associates bought a plant for $6,000,000.00 less than their estimate of cost, while Mr. Pattee found that the total cost of the works was $8,746,-

928.12, is pretty good proof that the Spring Valley Water Works' estimate was padded in 1875 by $6,000,000.00. The padding has never been allowed to drop out.

Mr. Pond and Mayor Bartlett found that the Spring Valley Water Works had not cost more than $8,500,000.00 as late as 1885. Now, then, take the $6,000,000.00 which Mr. Howard's letter shows to be the difference between his statement of cost and the actual money paid, from the face value of the stock and bonds, $20,775,000.00, and also deduct the real estate not now in use, amounting to $1,553,089.16, and we have $19,221,910.84 as the value of the Spring Valley Water Works upon which rates are to be based. This is merely to show that the stocks and bonds are inflated and that the true price paid is below $20,000,000.00, in corroboration of the other estimates. If Secretary Ames had given the construction account from the beginning, as asked for, his figures might be added to Mr. Pattee's, but the itemized statement of receipts and expenditures has never been received.

D.

A fourth way of getting at the value of the Spring Valley Water Works is by taking the cost of the construction of the present works as given by City Engineer Grunsky, and adding the cost of the company's land and water rights. By a resolution adopted some months ago Mr. Grunsky was requested to make a report of the cost of the Spring Valley Water Works independent of the land and water rights. His report is now on file. It appears that the cost of the construction of the Spring Valley Water Works is $13,849,526.

From the exhibits on file furnished by the Spring Valley Water Works Mr. Behan, of the staff of assistants under Clerk Russell, has drawn the following inventory of the cost of land and water rights of the Spring Valley Water Works, which roots up a total of $5,004,202.16.

SUMMARY OF COSTS OF LANDS, WATER RIGHTS AND RESERVOIRS OF SPRING VALLEY WATER WORKS.

	RESERVOIR.	WATER RIGHTS.	LANDS.	TOTAL.
Lake Merced		$150,000.00	$ 670,098.60	$ 820,098.60
Pilarcitos		28,000.00	90,207.97	118,207.97
Lobos Creek				
San Andreas	$227,162.70		160,079.35	387,242 05
Crystal Springs			$1,091,764.79	$1,091,764.79
Alameda and Calaveras			1,506,674.62	1,506,674.62
(Belmont, Milbrae) Cost of land included in Crystal Springs Account			8,012.67	8,012.67
(Locks Creek, Bald Hill Pipe Line) Part of San Andreas System			14,695.25	14,695.25
Pescadero, San Gregorio and San Pablo Creeks			24,200.00	24,200.00
Sausalito Water Works			15,519.07	15,519.07
Searsville			140,095.50	140,095.50
City system	1,135,295.82			
City Stable and Pipe Yard			93,842.14	
Office Lots and Buildings			565,118.68	
Real Estate			73,525.00	1,867,781.64
Totals	$1,362,458.52	178,000.00	4,453,833.64	5,994,292.16

The cost of the land and water rights plus the cost of the constructed part of the system amounts to $19,843,818.16, which is a thoroughly fair and accurate method of arriving at the valuation of the Spring Valley Water Works upon which compensatory rates are to be based.

E.

If we look at the cost of water in other cities in order to determine whether the charges of the Spring Valley Water Works are extravagant or not we find;—

(a) That in Oakland, just across the Bay, where conditions are practically the same as on this peninsula, the Contra Costa Water Company furnishes twelve million gallons of water a day and its plant is valued by the corporation experts at almost exactly $7,750,000. At that rate Spring Valley

Water Works which furnishes only twenty-six million gallons of water a day would be worth about sixteen million dollars. In the suit to determine the valuation of the Oakland plant which is now being tried in the Superior Court of Alameda County a cloud of witnesses have testified for the City that the works are worth less than four million dollars. (See the testimony in that case for the facts outlined above.)

(b) That the City of New York (not Greater New York) from January 1st, 1832 to December 31st, 1898, made a capital investment of $86,359,562.09 for water works, and distributed the water in 1898 at a cost to the City of $29.07 per million gallons.

"The Water Supply of the City of New York." (Published by The Merchants Association of New York), p. 6.

At pages 46 and 47 of the same report we find that the daily consumption is between two hundred and forty-two million and two hundred and forty-seven million gallons of water a day. In other words, New York has invested about $275,000 for every million gallons of water a day delivered, and delivers it to consumers at a cost of $29.07 per million gallons.

The Spring Valley Water Works has an investment, according to its officers' testimony, of almost exactly $26,000,000 for twenty-six million gallons of water a day delivered, or an investment of $1,000,000 for every one million gallons delivered. For this a charge of $211 per million gallons is made. It costs the local water company therefore four times as much to collect and distribute water as it does the City of New York, while it charges seven times as much to consumers as it costs the City of New York. If the fictitious value in the stocks and bonds of the Spring Valley Water Works be deducted, the comparison is still more unfavorable.

Mr. Schussler attempts to take the sting out of these figures by including the sinking fund in the cost of water. New York pays off its water bonds in twenty years, so that Mr. Schussler adds 1-20 of the water bonds to the charges for distribution each year. A man who pays off a mortgage on his house does not thereby increase his daily household expenses, nor does he spend his money. He saves it. So does New York save its money instead of spending it when she pays off her mortgage on her water plant.

F.

Since the above was written the Board of Public Works has filed its report on the valuation of Spring Value Water Works and the cost of bringing in an independent water supply from the Sierras.

The cost of bringing water to San Francisco from either Stanislaus or Tuolumne rivers is for headworks, having a capacity of 100,000,000 gallons, two pipe lines of 15,000,000 gallons each, delivering 30,000,000 gallons a day to the inhabitants of the city—$21,800,000.

If the headworks are reduced to a capacity of 60,000,000 gallons the cost will be $19,800,000.

If the cost of duplication be taken as the measure of value (as many engineers consider just) $20,000,000 would be a liberal valuation for Spring Valley Water Works. The works designed by the City Engineer contemplate indefinite expansion with a large element of safety in every detail, while the water is the best in the world. They also offer unlimited opportunities for the development of electricity, which, if pursued, would pay a large part of the cost of the works and furnish power for every purpose to which electricity is applied in a municipality.

G.

The estimate of the City Engineer on the value of the Spring Valley Water Works entirely substantiates the valuation of $20,000,000, suggested in these pages if the theory of the law advanced is correct.

Certainly no other theory has ever been adopted by any court, and its inherent justice will, it is believed, lead to its adoption in all cases dealing with the profits of quasi-public corporations of the nature of municipal water works.

Mr. Grunsky places the value of the constructed works of the Spring Valley Water Works at $13,849,526.

But he swells the valuation of the lands and water rights of the Company by $4,823,981.84 more than their cost.

Here is the point of the whole investigation. Has Mr. Grunsky or any one else the right to value land and water rights purchased as these were at more than cost?

The endeavor has been made to show that cost is the measure of value in all cases. Mr. Behan's inventory of the cost of the land and water rights is $5,994,292.16, which, taken

from Mr. Grunsky's estimate of $10,818,274 for land and water rights leaves $4,823,981.84 of inflation. Taking this from Mr. Grunsky's total of $24,667,800 leaves $19,843,818.16.

No account is taken of Mr. Grunsky's estimate for franchise. It is a practical increase in the value of water-bearing lands and water rights.

X.

THE ATTITUDE OF THE SPRING VALLEY WATER WORKS TOWARDS THE CITY.

If there was one thing more potent than another to prove that the bonds and stock of the Company are inflated, it is its persistent refusal to obey the act of March 7, 1881, which commands the Company to furnish a detailed and verified statement "showing the amount of money actually expended "annually since commencing business in the purchase, con- "struction and maintenance, respectively, of the property "necessary to the carrying on of its business, and also the "gross cash receipts annually, for the same period from all "sources." Mr. Pope's report jumbles purchase, construction and maintenance together, and then adds interest on interest until he makes the cost price of the Spring Valley Water Works more than twice what the President says he and his associates paid for it. Nothing could be simpler than to obey this law. It never has been obeyed. This board, by resolution couched in the language of the law, required its observance some months ago, but to no effect.

In 1885, Mr. Pond and Mayor Bartlett were unable to get this detailed statement and animadverted with great severity upon the Company's refusal to obey the law, a refusal which is still maintained.

Mayor Bartlett said:

"It is a legal presumption that the evidence willfully suppressed would be adverse if produced. The Spring Valley Water Works, having in their possession and under their control the books of the Company showing the actual cost of its works, cost of maintenance and annual operating expenses, and having failed to produce them or to furnish verified statements drawn from such books, although invited to do so, it may be fairly presumed that the books would be adverse to its claim if produced."

Municipal Reports, 1884-5, Appendix, p. 156.

If we reflect upon the nature of the evidence submitted by the Spring Valley Water Works' witnesses, it would seem as if every effort was being made to mystify and confuse the Supervisors. A simple question invokes a flood of words, but the information sought is not forthcoming. Every means of comparison adopted by other engineers was scoffed at, and to cap all a valuation of $40,000,000 was placed on the Spring Valley Water Works, as if to make a mock of the Supervisors. Nobody takes that valuation seriously. The Spring Valley Water Works does not ask for revenue to be based upon that valuation, for to do so would bankrupt the City. Do the Supervisors realize that for every dollar of taxation raised in San Francisco for municipal purposes, an additional half dollar is levied for water? We levied $4,000,000.00 of taxes last year and $1,950,000.00 for water. In New York the cost of water is one-seventh of what it is here. Water costs $211.50 per million gallons here and $29.07 there. It is conceded that the conditions here make any system of water works more costly than elsewhere, but instead of recognizing that fact and using every endeavor to make the inevitable high rates as low as possible, the Spring Valley Water Works makes it a pretext to inflate its works beyond all reason and collect a tax for water out of all proportion to the cost.

The attitude of the Spring Valley Water Works is distinctly hostile to the City in the matter of water rates, and is well expressed by a letter to Mayor A. J. Bryant, dated February 28, 1877, from President Charles Webb Howard, just after he and his associates had purchased the property for $9,500,000.00. The Company had been asked to sell its property to the City, and on behalf of the Company its President replied:

"Our Company has no desire to sell its property. It owns "and controls the only practical system of works and water "supply capable of being developed with the growth of the "City, even though it should attain a population exceeding "five millions. *It is reluctant to abandon its well-founded ex-"pectations of large prospective profits* to flow from small ex-"penditures, comparatively speaking, in the future."

Municipal Reports, 1876-7, p. 907.

The Company has ever since been reluctant to abandon its expectations, which have proven only too well founded. It is the duty of the Supervisors to curb this tendency to higher rates and inflated valuation. In the words of the Su-

preme Court: "The theory of its application has always been " that it is necesary to restrain the proprietors of what have " been called 'virtual monopolies' from imposing extravagant " and unreasonable tariffs for the use of their facilities."

San Diego Water Co. vs. San Diego, 118 Cal. 570.

The constitutional grant of power to the Supervisors is a sort of police regulation to guard the people from unjust charges. The present Board of Supervisors have an opportunity to do justice to the people, and lower the high charges and still higher aspirations of the Water Company. If their valuation keeps on growing, where will the end be? This year it is $40,000,000.00 But it will take an expenditure of $10,000,000.00 to utilize this $40,000,000.00 worth of property, so that $50,000,000.00 is easily in sight.

XI.

MR. SCHUSSLER'S TESTIMONY SHOWS THAT COST IS THE ONLY BASIS OF VALUATION, ALTHOUGH HE DENIES EVERY METHOD OF VALUATION EXCEPT HIS OWN UNRESTRAINED *ipse dixit:* AND THAT ABANDONED PROPERTY SHOULD BE THROWN OUT IN ESTIMATING VALUE.

The analysis of Mr. Schussler's testimony is made with a good deal of deference, because all of the engineers report that the work done by him is of the highest grade of excellence. His talents as an engineer and his unfailing courtesy in the trying relations to which he has been subjected during the past year are recognized and admired. Nevertheless, Mr. Schussler gives the impression of a talented lawyer who is suing for double what his client is entitled to receive. "His tongue dropped manna and could make the worse appear the better reason to perplex and dash maturest counsels." Unfortunately, in this case the counsels that are perplexed are not m ture, but are such as necessarily result from the investigation of a complicated problem by men who have had little or no previous knowledge thereof. It is an unequal battle between men of little experience in valuing waterworks and one who combines the genius of a great engineer and the talents of a successful jury lawyer.

Mr. Schussler denies that it would be fair to base the compensation to be allowed the Spring Valley Water Works upon the cost of "other works of equal volume and equal security" that would bring "an equal amount of water into San Francisco."

(Testimony, page 377.)

He denies that the market value of the company's stocks and bonds is any indication of value.

Testimony, page 548.

Mr. Schussler was asked, "Do you think it would be fair "to the Spring Valley Water Company were the citizens to "allow you five per cent upon the money expended by the "Spring Valley Water Company in developing their works?"

Answer—"No, Sir. It is not fair."

Question—"That is not fair?"

A.—"No, sir."

(Testimony, page 378-9.)

In considering this answer the Supervisors must remember that the Company is only asking for five per cent upon the face value of its stock and bonds. Does this not prove that the stocks and bonds are inflated?

But when it came to giving his theory of valuation cost was the basis of every definite statement. On page 323 Mr. Schussler says, "Cost is one of the elements" and on page 324 said that cost determines the value of Spring Valley Water Works except as to land, water rights and water."

"You take, for instance, a City pipe system or a pumping "plant which is built in a first class manner, what have you "but the cost to determine its value?"

Q. "Do you say that cost determines its value?"

A. "In regard to construction, yes sir.'

(Testimony, p. 324.)

He denied emphatically, however, that cost determines the compensation to be allowed for land, water and water rights. The values of these can be inflated sky high by estimates, if

rights that have never yielded a gallon of water. On the Calaveras purchase the City has paid $1,500,000 interest on its price of $1,000,000 paid in 1875, and not a gallon of water has ever been saved in the reservoir. Mr. Schussler now estimates the land and water rights of that reservoir site at over $6,450,000. (See Estimate of the Value of Spring Valley Water Works, p. 223.) Where is the justice in that?

Mr. Schussler this year asks for $30,000 additional money in the rates as interest upon new expenditures, including $250,000 for the purchase of land. (Testimony p. 551.) Under what theory, having justice to the people as its mainspring, can we allow the Spring Valley Water Works interest in advance upon the price of land, to be kept up for years until the land is utilized, and then pay interest upon a valuation of five or six times the price paid? If the city must pay interest upon the highest conceivable price when the land is used, surely the City gains nothing by helping the Spring Valley Water Works to buy land cheap.

In all fairness does not the fact that the Spring Valley Water Works demands the right to buy land cheap, and to have its bonds guaranteed for that purpose, prove beyond all cavil that an intimate trust relation exists between the company and the City, and that the City is entitled to a benefit of cheap lands which it has helped to purchase, and which could not be purchased without that help?

As the university boys say in a hot foot-ball fight, "Now's the time to score." It is by the over-valuation of land and water rights that the Spring Valley Water Works is enabled to present its enormous estimates as a basis of compensation. Now is the time to establish the true and equitable rule that cost is the basis of compensation for the use of lands and water rights bought with money whose interest is provided for by the City, in many cases for years before the lands and water rights are utilized. This is the most important point in the whole question before us, and upon its proper solution the hope of ever reducing Spring Valley Water Works' valuation to a reasonable figure entirely depends.

Lastly Mr. Schussler in answer to questions propounded by Mr. McCarthy in regard to the valuation of Point Lobos property, where the flume had rotted away, stated that when the Spring Valley Water Works purchased the Point Lobos property from the San Francisco Water Works "they bought the whole of it as it was."

Q. "With the flume?"

A. "With everything they had."

Q. "And now, not having the flume, whatever the flume is worth should be deducted?"

A. "Yes sir." (Testimony, page 354.)

CONCLUSION.

The conclusions to be derived from the foregoing pages are that the Spring Valley Water Works is greatly overvalued; that twenty millions of dollars is a very liberal estimate of the value of the property used in supplying the City with water, and that it is the duty of the Supervisors, and it was the theory of the law which gave them the power to do so, to reduce rates so that the company will not be able to swell its valuation beyond all reason and lay the present and future prosperity of the City under its too-burdensome charges for water. If this Board of Supervisors with its reputation for integrity and independence acquiesces in the overvaluation of Spring Valley Water Works it will bolster and bulwark that company in its position so strongly that it cannot afterwards be shaken.

Nothing except the determination of the people to bring water from the Sierras can accomplish lower rates, unless Spring Valley Water Works has placed upon it a reasonable valuation. If these excessive charges are maintained it will lead to a municipal water supply owned by the City and run in opposition to Spring Valley Water Works whose property will practically be destroyed.

Let me before closing recall to the Supervisors the language of the Democratic platform to which all but two of us owe allegiance.

"It is notorious that the stock and bonds of the Spring "Valley Water Company have been issued in excess of the "actual money invested; that property is held upon which "the public pays rates that in no wise is used in supplying the "City with water; and that lands have been acquired to ex- "clude possible competition; and if these items are eliminated "the public will gain substantial relief."

Every word of that platform is true. This Board is pledged to carry it out. No greater valuation than $20,000,000 can possibly be just to the people or in keeping either with the letter or spirit of the platform that we have promised to uphold. Would any member of the Board of Supervisors vote for the issuance of bonds in excess of $20,000,000 for the purchase of Spring Valley Water Works?

Respectfully submitted,

CHARLES WESLEY REED.

APPENDIX

Proposed Report of the Committee of the Whole.

Whereas, the Board of Supervisors has for the past year been investigating the cost of supplying the City and County of San Francisco and the inhabitants thereof with water, for the purpose of fixing water rates for the ensuing fiscal year, which will be just to those supplying water and also to the people of this municipality, now, therefore the Committee of the Whole reports the following:—

1st. The only person, company or corporation supplying water to the City and County of San Francisco, or to the people thereof, as a business, is the Spring Valley Water Works, a corporation.

2nd. That the said corporation has been in business since 1858; that much of the works planned and constructed in the early days of the company's history were largely of a temporary character, such as wooden flumes, intended to supply water temporarily while the City was growing, and until, by reason of increasing wealth and population, it would be able to support a plant of permanent and substantial character; that a large portion of the works have been abandoned, or are decayed and no longer of value, and in many instances no longer in existence; that such abandoned or decayed and non-existent works are not justly to be considered as a part of the present investment of the Spring Valley Water Works upon which rates of compensation are to be based, but that such investment must be considered as relating exclusively to the property now in existence and aiding or contributing in supplying the City and County or the inhabitants thereof with water. Such early construction could only have been made with the idea that the water company would make the whole investment back during the life of the works.

3rd. That cost is the basic element in arriving at the value of the water works whether it be construction, land or water rights.

4th. That your Committee of the Whole finds that the cost of the Spring Valley Water Works now in being, is less than $20,000,000, which includes the price of lands and water rights

to the extent of $1,688,644.16 not now used in supplying the City with water but held for future emergencies.

5th. That the lowest current rate of interest is less than 3 per cent per annum, but that as the value of the water works as estimated by your committee is reduced by $6,775,000 below the par value of its combined stock and bonds, the people can afford to compensate the company at the rate of 5 per cent, which is the rate which your committee designs to allow the company upon a valuation of $20,000,000.

6th. That your Committee recommends $196,000 as the amount to be allowed the company for taxes, and that the Supervisors hereafter sitting as a Board of Equalizatizon see to it that no injustice be done the company by the establishing of any other different amount of taxes.

7th. That the company be allowed $425,000 as and for operating expenses, the same being slightly in excess of the operating expenses for last year.

8th. In regard to the request of the company to be allowed $30,000 in the rates for interest on $600,000 of new construction and purchase of lands, your committee cannot make the recommendation, 1st, because the company is only paying 4 per cent on its last and unexhausted issue of bonds which would make the interest $24,000; 2nd, because the company refuses to disclose the situation of the lands to be purchased or whether they are to be used during the coming year in the collection or distribution of water. While your committee holds that the company is the agent of the City in supplying the people with water, we must recognize that the company denies that theory. In the past lands have been bought with bonds whose interest was provided for in the rates for many years, and yet when the lands come into use, the company claimed, and has received, compensation on a valuation many times in excess of the cost price of the lands. For instance, during the present investigation it develops that although the company acquired the Calaveras purchase for a million dollars in 1875, and the people have paid over $1,500,000 in interest since then, without ever having received any water from the proposed reservoir, yet the company now values the water rights they acquired at $4,500,000 and the 1500 odd acres of land in the reservoir site at $1,500 an acre, which is higher than the highest price ($1,250) ever paid by Spring Valley for any land in a reservoir site, or $2,250,000 for the reservoir, making a total of $6,750,000 for the rights purchased for $1,000,000. The company pleads to be allowed to buy land at the lowest price, and asks that interest on the cost be pro-

raised, not on the rates and at the same time secure the purpose of charging the City water for these same lands when they are brought into use. Then the interest load is less than ever before. If the City is to pay interest on the highest price at all events it is difficult to see the wisdom of paying interest on the purchase price during the years before the cessation of the purchase.

If the company will acknowledge itself the agent of the City and enter into a reasonable contract on the money invested, your Committee would consider the wisdom of allowing the company on acquiring lands already held in the present annuity if it is to the interest to the City to help them to buy lands cheap in order to charge the City dear. Because the Supreme Court decisions are to the effect that compensation can only be allowed on property actually being used in collecting and distributing water.

xiii. Your Committee recommends uniform water rate of $1.17 per hundred cubic feet. By section 89 of the present ordinance the small users are charged more than the average cost of water and the large users are charged much less. At $1.17 per million gallons which is the average cost of water supplied by the Spring Valley Water Works at the present time, one hundred cubic feet of water cost 15.8 cents. The actual cost of any community supplied under a specific schedule is always higher than the average price and 15 per cent is the general rate allowed for safety. As a cut of 5 per cent is made to the rate payers the amount to be added is only 10 per cent, which would make the rate a little under 17 cents.

xiv. Your Committee recommends that the charge for hydrant service and public charges be done away with, because, viz. They are not based on the amount of water used and are therefore arbitrary and unequal; and. The rate payers will be pleased because it is necessary to cut rates to consumers 5 per cent. Under the dollar limit we must devise ways and means to raise money for public improvement. This $250,000 paid as direct taxation to the water company furnishes the best fund for that purpose. The rate payers are more interested in having the streets repaired, and school houses built and repaired than in having from five to fifteen cents a month cut off their water bills. 3d. The direct of the imposition of the hydrant tax was to lessen the burden of the rate payers, whereas nearly all rate payers are tax payers and so have their proportion of the hydrant tax as well. The hydrant tax is but a small proportion of the whole water tax, and places but a small additional burden upon the unimproved

real estate, and large personal property holdings, that it was designed to reach. 4th. By paying a big hydrant tax the number of hydrants is kept down, when they should be increased indefinitely, as the proposed plan will allow.

11th. Your Committee recommends a 35 per cent cut in shipping rates which, with the other reductions will establish a rate which will yield 5 per cent on a twenty million dollar valuation, together with taxes, fixed at $196,000 and operating expenses fixed at $425,000. The 5 per cent cut in householders rates estimated, at $78,000, is because of the expected increase of business. The rates were cut 10 per cent last year and yet are yielding a greater income than the rates established two years before.

The following table shows the operation of the ordinance which the Committee herewith presents and recommends for passage:

INCOME—			
$937,749,78 – 6 mo x 2			$1,875,499.56
Hydrants to be furnished free deduct from Income			225,380.00
Mem. appropriation for Water			
Hydrants	225,380		
Building	11,400		
Miscellaneous	1,300		
	$238,080		
Income at present rates less hydrants			$1,650,119.56
ALLOW			
20 millions at five per cent		$1,000,000	
Taxes		196,000	
Operating expenses		425,000	
		$1,621,000	
Deduct increase 5 %		81,050	
From rates		1,539,950	1,539,950.00
Reduction			$ 110,169.56

ON PRESENT BASIS

Consumer	$1,560,000	cut say 5 %	$ 78,000
Shipping	90,000	" " 35 "	31,500
	$1,650,000		$109,500
Saving to the City		225,500	
" to the ratepayers		78,000	
" shipping.. ..		31,500	335,000
Income allowed.			1,540,000
Present income. . . .			1,875,000
Cut to Spring Valley			335,000
Less Increase.. ..			81,000
			$ 254,000

Proposed Water Ordinance.

An ordinance fixing the rates of compensation to be collected by any person, company or corporation in the City and County of San Francisco for the use of water supplied to said City and County or the inhabitants thereof for the fiscal year beginning July 1, 1901, and ending June 30, 1902.

Be it ordained by the people of the City and County of San Francisco as follows :

WHEREAS the Board of Supervisors have placed a valuation of $20,000,000 upon the property of the Spring Valley Water Works, the only person, company or corporation supplying the City and County of San Francisco or the inhabitants thereof with water as a business, and have allowed five per cent thereon as a reasonable rate of interest, although three per cent is above the lowest current rate of interest, and have further estimated $196,000, as the taxes to be paid by the said corporation during the next fiscal year, and $425,000 as and for operating expenses, now therefore the following ordinance is enacted, in order to yield to the said Spring Valley Water Works five per cent upon $20,000,000 valuation, together with $196,000, taxes and $425,000, operating expenses.

SECTION 1. Any person, company, or corporation furnishing water to the City and County of San Francisco, or the inhabitants thereof, shall be entitled to collect monthly the rates of compensation hereinafter established for supplying water which shall be in full payment for all water supplied to the City and County of San Francisco for fire purposes, flushing the sewers, for consumption in public buildings, for watering streets and parks and for any other public service.

GENERAL RATES

Section 2. For buildings occupied by a single family, covering a ground surface of (not including porches):

SQUARE FEET	ONE STORY	TWO STORIES	THREE STORIES	FOUR STORIES	FIVE STORIES
0 to 400	$ 0.21	$ 0.26	$ 0.34	$ 0.39	$ 0.43
400 to 500	26	.34	.39	.43	.51
500 to 600	.34	.39	.43	.51	.60
600 to 700	39	.43	.51	.60	.65
700 to 800	.43	.51	.60	.65	.68
800 to 900	.51	.60	.65	.68	.72
900 to 1,000	.60	.65	.68	.72	.82
1,000 to 1,200	.65	.68	.72	.82	.85
1,200 to 1,400	.68	.72	.82	.85	.89
1,400 to 1,600	.72	.82	.85	.89	.94
1,600 to 1,800	.82	.85	.89	.94	.98
1,800 to 2,000	.85	.89	.94	.98	1.03

No single rate shall be less than Twenty-one (21) cents.

For all houses one story in height, covering a greater area than two thousand square feet there shall be added nine (9) cents for each additional two hundred square feet or fraction thereof, and the further sum of nine (9) cents for each additional story.

ADDITIONAL FAMILIES

Where a house or building is occupied by more than one family the general rate for each additional family shall be three-fourths ($\frac{3}{4}$) of the foregoing rates, except:

First—Where a house or building is divided into flats, each flat having a separate entrance and occupied by a separate family, the general rate charged shall be the same for each flat as for a single house of like dimensions.

Second—Where two or more families occupy the same floor, the general rates for each family on such floor shall be the rate for the floor surface occupied by such family (the same as for a single one-story house) according to the foregoing table.

Note—The general rate includes water for general household purposes but does not include any of the following specified rates:

SPECIAL RATES—BATHING TUBS

Section 3. Bathing tubs in private houses, each tub, $0.30.

In public houses, boarding houses, lodging houses, hotels and bathing establishments where meters are not used, each tub, $0.43.

FOR HORSES AND COWS

Section 4. For each horse, $0.17; for each cow, $0.09.

BOARDING AND LODGING HOUSES, ETC.

Section 5. Boarding and lodging houses, not including water for baths, water closets and urinals, or for water without the houses, shall be charged for each boarder and lodger within the same in addition to the rates for private families, $0.07.

IRRIGATION, GARDENS, ETC.

Section 6. Irrigation for gardens and grounds, one-half (½) of a cent per square yard; no monthly charges to be less than fifteen (15) cents.

WATER CLOSETS

Section 7.

For each vaive closet for use of public building	$0.43
For each vaive closet for use of private dwelling	.21
Privy vaults (connected with sewer)—	
For use of public building, each seat	.39
For use of private dwelling, each seat	.21

All drain closets to be charged at the same rate as privy vaults.

URINAL AND STATIONARY WASHSTANDS

Section 8.

For use of public buildings, each	$0.09
For use of private dwellings, each	.05

BUILDING PURPOSES

Section 9. Water furnished for building purposes—

Each barrel of lime or cement	$0.13
Each thousand of brick	.09

STORES, BANKS, SALOONS, HOTELS, ETC.

Section 10. Stores, banks, bakeries, offices, ware-houses, saloons, groceries, eating houses, barber shops, butcher shops, bookbinderies, blacksmith shops, confectioners, hotels, lodging houses, boarding houses, churches, halls, laundries, photograph galleries, printing offices, steam engines, greenhouses, markets, market stalls, horse troughs, soda fountains and other places of business, each to be charged according to the estimated quantity used, from seventy-seven cents (.77) to five and 13-100 dollars ($5.13) or by meter at meter rates.

FIRE PIPES

Section 11. Meters shall be applied to all pipes used specially for fire protection, and monthly bills shall be charged for the same at regular meter rates, provided, however, that the monthly bill shall not be less than forty-seven (47) cents for each one-half (½) inch of diameter of pipe used.

METER RATES

Section 12. Water furnished for any and all purposes not embraced in the above shall be supplied by meter at the rate of 17 cents per 100 cubic feet.

Upon application of any rate payer and upon prepayment of actual cost of service, to be estimated by the Board of Public Works, the company shall put in a meter and charge meter rates for any consumption of water, provided the company shall be entitled to charge $1.00 per month when said meter is not actually used, and no charge shall be less than $1.00 a month.

METER RATES FOR SHIPPING

Water shall be furnished and delivered by meter measurement to shipping lying alongside of the bulkhead or any of the wharves on the water front where water pipes or mains are laid, between the hours of 6 o'clock A. M. and 6 o'clock P. M. daily, upon application being made therefor at the following rates: Ninety-seven cents (.97) per 1000 gallons, the minimum charge for each separate delivery to be thirty-three cents (.33).

No water boat furnishing and supplying water to shipping lying at anchor within the limits of the wharves of the city and county of San Francisco shall charge a rate to exceed one and 95-100 dollars ($1.95) per 1000 gallons.

Section 13. The compensation herein provided for shall be in full payment for all water consumed for fire purposes, flushing of sewers, for consumption in public buildings,for watering streets and parks, and any other public service.

PREVENTION OF WASTE

Section 14. Prevention of waste or excessive use.—In no case where the fixed rates above provided, other than meter rates, are applicable shall any charge for water be made by meter rates, except upon the demand of a rate payer, it being the purpose of this Ordinance to provide for all dwelling houses a fixed montnly rate, which shall not be increased by the person, company or corporation supplying water.

Provided, however, that for the purpose of discovering and repressing waste or excessive use, all persons, companies or corporations shall have the right in all cases to apply and maintain meters to measure the water used or consumed, and to charge and collect for waste or excessive use under the condition and to the extent hereafter provided in this section and not otherwise.

No consumer shall be deemed guilty of waste or excessive use unless the water used or consumed upon his premises in any month shall exceed by fifty (50) per cent the number of cubic feet which at regular meter rates amounts to his rated bill, in which case such excess shall be deemed waste or excessive use.

Immediately after the discovery of any waste or excessive use the consummer shall be notified thereof by the person, company or corporation supplying water, by notice mailed to his address, or to the agent or person to who his water bills are presented for collection.

After such notice the consumer may be charged and there may be collected from him for any waste or excessive use thereafter occurring upon

his premises, at regular meter rates, but such charge or collection shall not exceed for the first month the sum of two dollars ($2.00), for the second month, the sum of four dollars ($4.00), or for any following month the sum of five dollars.

BOARD OF PUBLIC WORKS TO EXAMINE COMPLAINTS, ETC.

It shall be the duty of the Board of Public Works, by its Gas, Water and Electrical Inspector of this city and county, to inquire into all cases of complaints by water consumers, as to charges made against them for waste or excessive use under the foregoing provisions of this section and to adjust such charges as follows:

Any water consumer against whom a water bill is presented containing a charge for waste or excessive use of water, may within five days after such bill is presented to him (provided that he first pay the fixed rate charged on such bill, exclusive of the charge made for said alleged waste or excessive use) make complaint to said Inspector that such charge is incorrect, whereupon the said Inspector shall promptly inspect the premises of the consumer so complaining and cause a test to be made of the water meter upon said premises, and from such inspection and test and subsequent inspection and test as said Inspector may see fit and proper to make, shall determine as near as can be the amount of water used, consumed or wasted upon said premises during the period covered by said bill. As soon as such determination is made and within twenty (20) days after the said complaint is made, said Inspector shall make a certificate, stating amount of water so determined to have been used, consumed or wasted, and showing the true and correct amount, if anything, which may be charged against and collected from said consumer under the foregoing provisions of this section for waste or excessive use, and shall immediately transmit such certificate to the person, company or corporation supplying water, and also a copy thereof by mail to the water consumer.

The said certificate shall be conclusive between the water consumer and said person, company or corporation as to the amount, if anything, which said person, company or corporation shall be entitled to collect from the consumer for waste or excessive use of water during the period covered by the bill of which complaint is made: provided, however, that if either the consumer or the water company is dissatisfied with the certificate of the Water Inspector appeal may be taken within five (5) days to the Committee on Water and Water Supply of the Board of Supervisors, which shall within five days after such appeal hear and finally determine the matter in dispute

The said Inspector shall keep in his office a proper record or records, showing the date of each complaint made to him, the name of the consumer complaining, the location of his premises and stating briefly the inspection made by him of the premises and the tests applied to the meter, the time or times of such inspection and tests and the results thereof, with the reading of the meter at each test or inspection and all other material facts connected therewith Such records so kept to be open for public examination in his office.

RATES—WHEN PAYABLE

Section 15. All water rates, except meter rates and city and county rates, are due and payable monthly in advance.

Meter and city and county rates are due and payable at the end of each month, and upon meter rates a deposit not exceeding three-fourths (¾) of the value of the estimated quantity of water to be consumed may be required.

NOTICE OF DISCONTINUANCE

Section 16. Any consumer may at any time upon payment of accrued rates, notify the company in writing to cut off or discontinue the water supply upon his premises, after which no charge shall be made for water for said premises until the use of water is resumed.

MAXIMUM RATES FIXED

Section 17. This Ordinance fixes the maximum beyond which no person, company or corporation shall be permitted to charge for water supplied

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CALIFORNIA STATE LIBRARY

SUPPLEMENT TO THE

San Francisco Real Estate Circular

FOR THE MONTH OF APRIL, 1911

VOL XLV

ESTABLISHED IN 1866

San Francisco Five Years After

THE GREAT FIRE OF APRIL 18, 1906

A REVIEW OF
THE REAL ESTATE MARKET AND
OF FINANCIAL MATTERS
AFFECTING REAL ESTATE AND REBUILDING
OPERATIONS

PUBLISHED BY

WILLIAM A MAGEE THOMAS MAGEE FREDERIC E MAGEE

THOMAS MAGEE & SONS

REAL ESTATE AGENTS

TELEPHONES { KEARNY 563
HOME C 3121

5 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA

APRIL 18, 1911

SAN FRANCISCO REBUILT WITH SAN FRANCISCO CAPITAL

Remarkable Record of the Reconstruction of San Francisco in the Five Years Since April 18, 1906

Sales of Real Estate	$164,053,644
Mortgages Recorded	207,089,767
Releases of Mortgage (estimated)	83,617,457
Mortgages, Net, Over Releases (estimated)	123,472,310
Building Operations	230,000,000
Bank Clearings	10,357,772,148
Savings Bank Deposits, January 1, 1911	165,230,002
Assessment, 1910, Land and Improvements	433,263,243
Assessment, 1910, Personal Property	81,763,921
Population, U. S. Census, 1910	416,912
Percentage Mortgage Debt to Actual Value	17
Buildings Destroyed In Fire of 1906	28,000
Buildings Erected Since the Fire	32,241

COMPILED BY

THOMAS MAGEE & SONS

REAL ESTATE AGENTS

5 MONTGOMERY STREET, SAN FRANCISCO

SAN FRANCISCO REBUILT WITH SAN FRANCISCO CAPITAL

Total building contracts recorded in the five years since the fire	$181,260,96S
All buildings erected within two years after the fire cost from 25 per cent to 30 per cent more than the original recorded contract price; since then they have cost at least 10 per cent to 15 per cent more than the original recorded contract price. It is, therefore, conservatively estimated that the total amount expended for building operations since the fire is not less than	$230,000,000

LOANS ON SAN FRANCISCO REAL ESTATE IN FORCE JANUARY 1, 1911

Loans by Eastern Life Insurance Companies	$ 9,450,000
Loans by California Financial Institutions Outside of San Francisco	4,545,591
Loans by San Francisco Savings Banks, Insurance Companies, Building and Loan Associations and Private Individuals	109,476,719

To finance the rebuilding operations of San Francisco only $9,450,000 was borrowed in the East from life insurance companies, and $4,545,591 from financial institutions in California outside of San Francisco. The balance of over $200,000,000 was San Francisco capital. More than one-half of it was loaned by the banks and various financial institutions of San Francisco, and the remainder raised in various ways in San Francisco, as is shown in detail in the table below. This total does not include the immense amounts of money expended by our merchants and manufacturers in rehabilitating the business of the city, nor the large amounts expended by the municipality, the State and the Government for public improvements.

TOTAL MORTGAGE DEBT ON SAN FRANCISCO REAL ESTATE ON JANUARY 1, 1911

To Savings Banks:			
	Hibernia Bank	$30,329,908	
	German Bank	20,594,785	
	Savings Union Bank	13,110,048	
	Mutual Bank	4,212,777	
	Humboldt Bank	3,460,321	
	Security Bank	2,682,982	
	French-Amer'n Bk. (Sav. Dept.)	2,645,261	
	Bank of Italy (Savgs. Dept.)	2,270,779	
	Union Trust Co. (Savgs. Dept.)	2,143,316	
	Columbus Bank	1,163,040	
	Italian-Amer'n Bk. (Sav. Dept.)	691,359	
	Mission Savings Bank	622,031	
	Swiss-American Bk. (Sav. Dept.)	552,446	
	West. Metropolis Bk. (Sav. Dept.)	150,000	$84,629,053
To Private Individuals (Estimated)			21,157,263
To Fireman's Fund Insurance Co. of S. F.			666,000
	West Coast Life Insurance Co. of S. F.		299,250
To Building and Loan Associations of S. F.			2,725,153
To California Financial Institutions:			
	Pacific Mutual Life Ins. Co.	$1,340,500	
	San Jose Safe Dep. Bk. of Savings	1,194,500	
	Trustees of Stanford University.	975,000	
	Regents of University of Cal.	385,000	
	Other Financial Institutions in California Outside of S. F.	650,591	4,545,591
To Eastern Financial Institutions:			
	Equitable Life Assurance Society.	$3,750,000	
	New York Life Insurance Co.	3,050,000	
	Mutual Life Insurance Co.	1,700,000	
	Metropolitan Life Insurance Co.	800,000	
	Penn Mutual Life Insurance Co.	150,000	9,450,000
TOTAL MORTGAGE INDEBTEDNESS ON SAN FRANCISCO REAL ESTATE ON JANUARY 1, 1911			$123,472,310

THE TOTALS OF REAL ESTATE SALES AND RECORDED BUILDING. OPERATIONS FOR THE FIVE YEARS PRECEDING THE FIRE AMOUNTED TO.....$354,248,667

THE TOTALS OF REAL ESTATE SALES AND RECORDED BUILDING OPERATIONS FOR THE FIVE YEARS SINCE THE FIRE AMOUNTED TO $345,158,694

Period	Real Estate Sales	Building Operations	Total of Real Estate Sales and Building Operations
April 17, 1901, to April 17, 1902.....	$34,760,994	$ 9,436,181	$44,197,175
April 17, 1902, to April 17, 1903.....	44,167,586	14,289,938	58,457,524
April 17, 1903, to April 17, 1904.....	44,705,730	15,547,895	60,253,625
April 17, 1904, to April 17, 1905.....	47,642,660	18,443,497	66,086,157
April 17, 1905, to April 17, 1906.....	106,156,222	19,097,964	125,254,186
Totals for 5 years previous to fire.....	$277,433,192	$76,815,475	$354,248,667
(There was no business done from April 18, 1906, to May 7, 1906.)			
May 7, 1906, to May 7, 1907.....	$39,619,064	$56,188,423	$95,807,487
May 7, 1907, to May 7, 1908.....	24,921,140	39,756,156	64,677,296
May 7, 1908, to May 7, 1909.....	31,121,199	36,486,123	67,607,322
May 7, 1909, to May 7, 1910.....	38,115,271	28,192,454	66,307,725
May 7, 1910, to May 7, 1911.....	30,276,970	20,481,894	50,758,864
Totals for 5 years succeeding the fire...	$164,053,644	$181,105,050	$345,158,694

Number of buildings destroyed in the fire of April, 1906..... 28,000

Number of permits granted since the fire for new buildings up to April 18, 1911 32,241

Estimated value of buildings destroyed in the fire of 1906.....$125,000,000

Estimated value of buildings built in five years (actual recorded building contracts, $181,105,050) 230,000,000

SAN FRANCISCO'S REAL ESTATE RECORD SINCE 1895 IN SALES, MORTGAGES AND BUILDING OPERATIONS

Year	Real Estate Sales	Mortgages and Deeds of Trust	Building Operations
1895	$15,947,361	$17,652,007	$ 5,639,942
1896	11,545,331	14,272,584	5,621,442
1897	12,903,025	13,817,716	4,203,900
1898	10,747,102	12,356,870	3,490,603
1899	14,555,137	13,817,496	4,732,748
1900	18,527,814	17,034,453	6,390,705
1901	29,087,969	20,148,304	7,437,562
1902	47,396,512	25,254,542	14,289,938
1903	47,710,157	30,889,988	14,984,514
1904	45,803,908	32,977,736	16,916,118
1905	74,926,065	35,016,855	20,111,861
1906	68,064,300	35,825,680	39,254,467
1907	31,816,150	44,583,753	50,499,499
1908	31,083,571	41,841,729	35,128,549
1909	33,879,073	44,988,205	30,111,196
1910	31,291,293	44,899,847	22,873,942

ASSESSED VALUES

Year	Real Estate	Improvements	Personal Property	Total
1905	$304,136,185	$97,830,165	$122,264,596	$524,230,946
1906	237,082,752	50,250,480	88,805,510	376,138,742
1907	260,689,806	66,815,201	102,127,836	429,632,843
1908	258,651,434	90,860,558	104,820,828	454,332,820
1909	283,213,933	122,935,418	86,180,834	492,330,185
1910	288,095,453	145,167,790	81,763,921	515,027,164

The above table indicates that San Francisco has been rebuilt, the totals of her assesment roll showing nearly the same values as in 1905—immediately preceding the fire, while the assessment of real estate and improvements has increased $31,296,893, as follows:

1905 Assessment Real Estate and Improvem'ts	$401,966,350
1910 Assessment Real Estate and Improvem'ts	433,263,243

BUILDING OPERATIONS IN SAN FRANCISCO FROM 1895 TO 1910

The immense building operations which took place immediately after the fire continued for four years, and are only now, after the erection of $230,000,000 worth of buildings, again assuming normal proportions. The following table shows the total of building operations from 1895 to 1910 taken from the recorded contracts; the actual amounts expended in building being much larger as is explained on page two hereof.

Year	Amount
1895	$ 5,639,942
1896	5,621,442
1897	4,203,900
1898	3,490,603
1899	4,732,748
1900	6,390,705
1901	7,437,562
1902	14,289,938
1903	14,984,514
1904	16,916,118
1905	20,111,861
1906	39,254,467
1907	50,499,499
1908	35,128,549
1909	30,411,196
1910	22,873,942

BUILDING OPERATIONS IN SAN FRANCISCO FOR 1910, COMPARED WITH OTHER LARGE CITIES

Although the building operations of San Francisco for the year 1910 are, as would be expected, much less than for any year since the fire, still San Francisco is fourth in the list of cities in the United States in the matter of building operations for the year 1910, as will be seen by reference to the following table, in which is shown the building operations for the ten cities with the highest totals in the United States:

Cities	Amount
New York	$188,789,345
Chicago	96,932,700
Philadelphia	37,866,565
San Francisco	22,873,942
Los Angeles	21,684,100
Portland	20,886,202
St. Louis	19,600,063
Detroit	17,515,945
Seattle	14,449,110
Minneapolis	14,363,830

THE FOLLOWING TABLE SHOWS THE LOW BO
LOW BONDED DEBT PER CAPITA IN
OTHER LARGE CITIES

Cities	Population 1910 Census	Bonded Debt	V
New York	4,766,883	$1,081,941,783	$12
Chicago	2,185,283	29,800,500	
Philadelphia	1,549,008	95,483,820	1
St. Louis	687,029	24,872,700	
Boston	670,585	114,682,239	
Baltimore	558,485	57,098,433	
Cleveland	560,663	30,014,660	
Pittsburg	533,905	36,142,161	1
Detroit	465,766	10,289,000	
Buffalo	423,715	24,077,513	
San Francisco	**416,912**	**16,314,500**	

OF THE ELEVEN PRINCIPAL CITIES OF THE
PERCENTAGE OF MORTGAGE INDEBTEDNES
PER CENT OF THE ACTUAL VALUE OF
HIGHEST ACTUAL VALUATION OF
AS SHOWN IN T

Cities	Assessment of Real Estate and Improvements	Pe cent o Ass men Va
New York	$7,941,241,357	10
Chicago	1,251,685,876	3
Philadelphia	1,388,675,057	8
St. Louis	423,571,940	6
Boston	1,118,989,100	10
Baltimore	361,650,000	10
Cleveland	597,665,870	9
Pittsburg	751,551,080	8
Detroit	259,798,330	8
Buffalo	290,855,675	10
San Francisco	**433,263,243**	**6**

ED INDEBTEDNESS OF SAN FRANCISCO AND THE FRANCISCO, AS COMPARED WITH THE N THE UNITED STATES

r t	Sinking Fund	Assessed Valuation, Real and Personal Property	Bonded Debt per Capita	Percentage of Bonded Debt to Assessed Value
.618	$249,557,655	$7,416,837,499	$174.65	14
.500	5,543,685	1,619,141,262	11.10	2
.000	10,582,200	1,383,675,057	54.80	7
.000	1,387,840	565,566,173	34.18	4
.500	39,987,215	1,393,765,423	142.82	8
.000	20,251,976	698,135,168	66.02	8
.300	5,938,300	670,774,020	42.99	4
.400	11,437,298	751,236,965	46.91	5
.000	3,012,983	377,335,980	15.64	3
.413	2,355,836	312,276,240	53.73	8
....	**24,456**	**515,027,164**	**39.15**	**3**

TED STATES, SAN FRANCISCO HAS THE LOWEST N REAL ESTATE, THE DEBT BEING ONLY 17 AL ESTATE AND IMPROVEMENTS, AND THE ND AND IMPROVEMENTS PER CAPITA, FOLLOWING TABLE

Estimated Actual Value of Real Estate and Improvements	Estimated Mortgage Indebtedness	Percentage of Debt to Value	Estimated Actual Valuation of Land and Improvements per Capita
$7,941,241,357	$3,000,000,000	37½	$1,665.92
3,755,057,628	1,042,975,681	27½	1,718.34
1,633,735,360	400,704,470	24½	1,054.69
651,649,138	144,019,704	22	948.50
1,118,989,100	364,000,000	32½	1,668.66
361,650,000	80,429,861	22	647.55
664,073,200	150,000,000	22½	1,184.44
884,177,741	391,418,500	44	1,656.06
324,747,912	75,000,000	23	697.23
290,855,675	not obtainable	....	686.44
722,105,405	**123,472,310**	**17**	**1,732.03**

BANK CLEARINGS

TABLES SHOWING SAN FRANCISCO'S BANK CLEARINGS SINCE 1876; ALSO COMPARISON OF OUR BANK CLEARINGS WITH THOSE OF OTHER LARGE CITIES. FOR THE YEAR 1910, SAN FRANCISCO NOW HOLDING EIGHTH PLACE.

Year	Amount	Year	Amount
1876	$476,123,237.97	1893	$ 699,285,777.88
1877	519,948,803.68	1894	658,526,806.13
1878	715,329,319.70	1895	692,079,240.23
1879	553,953,955.90	1896	683,229,599.26
1880	486,725,953.77	1897	750,789,143.91
1881	598,696,823.35	1898	813,153,024.00
1882	629,114,119.81	1899	971,015,072.23
1883	617,921,853.51	1900	1,029,582,594.78
1884	556,857,691.03	1901	1,178,169,536.30
1885	562,344,737.93	1902	1,373,362,025.31
1886	642,221,391.21	1903	1,520,198,682.07
1887	829,181,929.86	1904	1,534,631,136.73
1888	836,735,954.39	1905	1,834,549,788.51
1889	843,386,150.94	1906	1,998,400,779.46
1890	851,066,172.60	1907	2,133,882,625.80
1891	892,426,712.61	1908	1,757,141,850.08
1892	815,368,724.41	1909	1,979,872,570.06
		1910	$2,323,772,870.99

Total bank clearings in the five years since the fire, $10,357,772,148.

San Francisco now holds eighth place in the cities of the United States rated on bank clearings.

Cities	Bank Clearings 1910	Percentage of Increase Over 1909	Percentage of Decrease Over 1909
New York	$97,274,500,093	....	6.1
Chicago	13,939,689,984	1.1	....
Boston	8,299,320,162	....	17.0
Philadelphia	7,689,664,085	9.5	....
St. Louis	3,727,949,379	8.3	....
Kansas City	2,634,557,738	10.0	....
Pittsburg	2,587,325,785	9.6	....
San Francisco	**2,323,772,871**	**17.4**	....
Baltimore	1,626,676,299	10.7	....
Cincinnati	1,251,797,050	....	7.1

San Francisco's increase, 17.4 per cent, is very much larger than the percentage of increase of any of the cities in the above list.

SAVINGS BANK DEPOSITS AND REAL ESTATE LOANS

December 31, 1910

TABLE SHOWING DEPOSITS IN OUR SAVINGS BANKS; ALSO AMOUNTS LOANED BY SAN FRANCISCO SAVINGS BANKS ON S. F. REAL ESTATE, ON CALIFORNIA REAL ESTATE AND ON ALL REAL ESTATE

Banks	Savings Deposits	Loans on San Francisco Real Estate	Other Loans on California Real Estate	Loans on All Real Estate	Per-cent-age
Hibernia Bank	$53,124,280.81	$30,329,907.92	$1,157,318.39	$32,487,226.31	.61
German Bank	42,039,580.06	20,594,784.89	5,984,453.00	30,777,189.89	.73
Savings Union Bank	30,213,060.55	13,110,048.00	2,840,991.00	15,951,039.00	.52
Mutual Savings Bank	8,271,020.53	4,212,777.00	114,200.00	4,326,977.00	.52
Union Trust Co. (Sav. Dept.)	6,974,123.18	2,143,316.03	499,944.18	2,643,260.21	.38
Humboldt Savings Bank	5,257,392.86	3,460,321.19	133,885.34	3,594,211.53	.68
Security Savings Bank	3,660,275.16	2,682,982.01	233,890.81	2,916,872.82	.80
French-Amer. Bank (Sav. Dept.)	3,639,101.31	2,645,260.73	16,050.00	2,661,310.73	.73
Bank of Italy	3,163,927.20	2,270,778.50	180,466.25	2,451,244.75	.77
Swiss-Amer. Bank (Sav. Dept.)	2,645,646.89	552,445.94	428,934.50	981,380.44	.37
Italian-Amer. Bank (Sav. Dept.)	2,359,146.11	691,359.40	492,950.00	1,184,309.40	.50
Columbus Savings Bank	2,065,869.86	1,163,040.49	84,374.12	1,247,414.61	.60
West. Metropolis Bk. (Sav. Dept.)	1,050,000.00	150,000.00	211,233.17	361,233.17	.34
Mission Savings Bank	866,577.64	622,030.52	.....	622,030.52	.72
Totals	$165,230,002.16	$84,629,052.62	$12,378,690.76	$102,205,700.38	.62

TABLE SHOWING SAN FRANCISCO SAVINGS BANK DEPOSITS FROM 1895 TO 1910

Year	Savings Bank Deposits
1895	$107,744,448
1896	104,626,331
1897	107,603,255
1898	113,430,900
1899	122,104,550
1900	128,210,954
1901	135,265,308
1902	148,182,140
1903	154,453,560
1904	158,888,175
1905	167,056,867
1906	168,345,142
1907	160,664,572
1908	146,131,886
1909	156,359,977
1910	165,230,002

POPULATION OF SAN FRANCISCO

According to census of 1910.....416,912

Being the eleventh city in rank in population in the United States.

GROWTH OF SAN FRANCISCO IN POPULATION SINCE 1850

1852	(State census)	34,776
1860	(U. S. census)	56,802
1870	" "	149,473
1880	" "	233,959
1890	" "	298,997
1900	" "	342,782
1906	(after the fire, estimated by Gen. A. W. Greely)	175,000
1910	(U. S. census)	416,912

Combined Population of San Francisco, Oakland, Berkeley and Alameda, 630,903

POPULATION OF CALIFORNIA

According to census of 1910.....2,377,549

An increase of 892,496 since the census of 1900, or a 60.1 per cent increase.

California is now the twelfth State in the Union, rated on population.

1	New York	9,113,279
2	Pennsylvania	7,665,111
3	Illinois	5,638,591
4	Ohio	4,767,131
5	Texas	3,896,542
6	Massachusetts	3,366,416
7	Missouri	3,293,335
8	Michigan	2,810,173
9	Indiana	2,700,876
10	Georgia	2,609,121
11	New Jersey	2,537,167
12	California	2,377,549

CALIFORNIA PRODUCTS FOR 1910

The Chamber of Commerce of San Francisco furnishes the following statistics in regard to California products for the year 1910:

AGRICULTURE	Value	Total Value
Fresh Garden Products	$ 5,775,000	
Canned Garden Products	4,500,000	
Barley	23,870,000	
Wheat	16,074,000	
Oats	4,162,000	
Corn	1,470,000	
Rye and other Grain	1,200,000	
Grain and Grass Hay and Alfalfa	36,148,000	
Hops	1,635,645	
Sugar Beet	4,496,490	
Potatoes	6,840,000	
Sweet Potatoes	420,000	
Beans	9,836,000	
Onions	3,428,000	
Seeds and other Sundries	2,265,000	
Kaffir Corn, Broom Corn, etc	400,000	
Melons	1,650,000	
Vegetables marketed in cities	14,500,000	$138,670,135
HORTICULTURE AND VITICULTURE		
Deciduous Fruits (Fresh)	$15,479,200	
Citrus Fruits	32,790,000	
Prunes and Dried Fruits	17,793,000	
Canned Fruits	10,000,000	
Olives and Olive Oil	2,200,000	
Nuts	3,375,000	
Table Grapes	4,452,200	
Raisins	4,640,000	
Wines and Brandy	25,500,000	
Fruits marketed in cities	9,500,000	
Cider, Vinegar, etc	1,600,000	127,329,400
DAIRY PRODUCTS	$28,259,909	
Farm Animals, increase	15,944,000	
Slaughtered for market in cities	19,000,000	
Slaughtered in rural districts and towns	10,000,000	
Wool and Mohair, etc	2,200,000	
Hides, Tallow, etc	3,000,000	
Poultry Products	16,790,000	
Honey, Wax, etc	910,000	96,103,909
FOREST PRODUCTS		
Lumber	$18,050,000	
Shingles, Shakes, Laths, etc	1,800,000	
Ties, Tan Bark	2,250,000	
Poles, Piles, Mine Timbers, Staves	2,000,000	
Cordwood, Wood Pulp, Extract, etc	5,700,000	29,800,000
FISH AND GAME		5,000,000
MINERAL PRODUCTS and PETROLEUM		95,585,000
SUNDRY PRODUCTS, not enumerated above, including Nursery Products, Florist Products, etc.		2,800,000
MANUFACTURES		$500,000,000
Grand total for year 1910		$995,288,444
This grand total exceeds the figures for the year 1909 by		$231,518,444

A comparison between the years 1907, 1908, 1909 and 1910 is given herewith:

Value of Products of California

	1907	1908	1909	1910
Agriculture and horticulture	$213,000,000	$215,000,000	$242,170,000	$369,903,444
Lumber	17,000,000	18,000,000	23,600,000	29,800,000
Manufactures	400,000,000	415,000,000	425,000,000	500,000,000
Mineral products	44,000,000	55,000,000	73,000,000	95,585,000
Total	$674,000,000	$703,000,000	$763,770,000	$995,288,444

Based on the increase in value of our products for the last four years, and aided by the fine winter and spring rains, which we have had, it seems certain that the value of our products for the year 1911 will exceed the totals for any previous year. As the future growth in commercial importance of San Francisco depends directly on the prosperity and growth of the State, the above figures are of vital interest and concern to San Francisco real estate owners.

RECAPITULATION

TABLE SHOWING BANK CLEARINGS, REAL ESTATE SALES, SAVINGS DEPOSITS AND BUILDING OPERATIONS, FROM 1895 TO 1910

Year	Population	Bank Clearings	Real Estate Sales	Savings Bank Deposits	Building Operations
1895	325,000	$ 692,079,240	$15,947,361	$107,744,448	$ 5,639,942
1896	325,000	683,229,599	11,545,331	104,626,331	5,621,442
1897	330,000	750,789,143	12,903,025	107,603,255	4,203,900
1898	335,000	813,153,024	10,747,102	113,430,900	3,490,603
1899	335,000	971,015,072	14,555,137	122,104,550	4,732,748
1900	342,000	1,029,582,594	18,527,814	128,210,954	6,390,705
1901	375,000	1,178,169,536	29,087,969	135,265,308	7,437,562
1902	400,000	1,373,362,025	47,396,512	148,182,140	14,289,938
1903	425,000	1,520,198,682	47,710,157	154,453,560	14,984,514
1904	450,000	1,534,631,136	45,803,908	158,888,175	16,916,118
1905	475,000	1,834,549,788	74,926,065	167,056,867	20,111,861
1906	175,000	1,998,400,779	68,064,300	168,345,142	39,254,467
1907	300,000	2,133,882,625	31,816,150	160,664,572	50,499,499
1908	350,000	1,757,151,850	31,083,571	146,131,886	35,128,549
1909	375,000	1,979,872,570	33,879,073	156,359,977	30,411,196
1910	416,912	2,323,772,871	31,291,293	165,230,002	22,873,942

PERCENTAGE OF MORTGAGE DEBT

Cities	Mortgage Debt Percentage
Pittsburg	44
New York	37½
Boston	32½
Chicago	27½
Philadelphia	24½
Detroit	23
Cleveland	22½
St. Louis	22
Baltimore	22
San Francisco	**17**

In reference to the percentage of mortgage debt on real estate in San Francisco, as compared with other years, we herewith give the percentage of mortgage indebtedness of the various years since the fire:

April 1, 1906	11	per cent
April 1, 1907	14	"
April 1, 1908	17	"
April 1, 1909	18	"
April 1, 1910	17½	"
April 1, 1911	17	"

BONDED DEBT PER CAPITA

Cities	Bonded Debt per Capita
New York	$174.65
Boston	142.82
Cincinnati	118.29
Baltimore	66.02
Philadelphia	54.80
Buffalo	53.73
Pittsburg	46.91
Cleveland	42.99
San Francisco	**39.15**
St. Louis	34.18
Milwaukee	24.86
Detroit	15.64
Chicago	*11.10

THOMAS MAGEE & SONS

REAL ESTATE AGENTS

TELEPHONES { KEARNY 563 / MAIN C 3121

5 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA

LAND-GAMBLING

Versus

MINING-GAMBLING.

AN OPEN LETTER

TO

SQUIRE P. DEWEY,

Relative to his Participation in the Land-Gambling of San Francisco in Early Days.

FROM

ONE WHO KNOWS.

SECOND EDITION, WITH ADDITIONS.

SAN FRANCISCO,
NOVEMBER, 1879.

LAND-GAMBLING

Versus

MINING-GAMBLING.

AN OPEN LETTER

TO

SQUIRE P. DEWEY,

Relative to his Participation in the Land-Gambling of San Francisco in Early Days.

FROM

ONE WHO KNOWS.

C. E. Pierce

SECOND EDITION, WITH ADDITIONS.

SAN FRANCISCO,
NOVEMBER, 1879.

TO THE PUBLIC.

The following letter is of large importance to all, and should be generally read, reread and pondered well. Dewey of course, will deny his participation in the criminal practices set forth; but he will not, he dare not deny the perpetration of those acts by others. They are of historical record. In enumerating them, I have gone to no archives nor other documentary or printed matter, nor consulted witnesses to refresh my memory in the premises. I bore, as stated in the letter, a prominent part in those times, and had the events, related, too indelibly imprinted upon the tablets of that memory, ever to be effaced.

As frequently stated in my writings, a large proportion of the demoralization of society, and malfeasant practices of our public officials since, are due to the evil examples set by those land pirates and their puppets. They proved that *dis*honesty is the best policy to grow rich and rise to eminence in California; and hence, successful villainy has grown to be so highly esteemed among us.

C. E. PICKETT.

San Francisco, November, 1879.

"For time at last sets all things even—
And if we do but watch the hour,
There never yet was human power
Which could evade, if unforgiven,
The patient search and vigil long
Of him who treasures up a wrong."

—*Byron's Mazeppa.*

8650

OPEN LETTER.

To Squire P. Dewey.

Sir: It has been my habit, for many years, to address "Open Letters," through the medium of newspapers and pamphlets, to public officials and other prominent persons, upon public affairs, to expose their ignorant or dishonest participation therein. I propose, at present, to address such a missive to yourself.

In past times, I was prompted to such task, solely to vindicate the cause of truth and benefit the public; but so much contempt, for nearly all classes of this community, has infused itself into me, and my patriotism has grown so apathetic, that I might not have undertaken this, but to opportunely gratify my revenge on you and your old thieving comrades of this city. I feel that to do so is justified by that "sacred animosity" the Bible and many great and good men have, in all ages, sanctioned.

I further preface by stating that it has long been my intention to write out (extracting much from my publications at the period) and print in book form, the *History of Land-Title-Manufacturing in San Francisco*, in which the old Real Estate Auction firm of Payne & Dewey will prominently figure. But the extreme poverty I have long endured, by reason of being swindled out of a large fortune, once held in real estate here, through the machinations of the great plundering Ring which manufactured those titles—of which Ring the firms of Payne & Dewey and Dewey & Son were active and influential members, and through the operations of which, Squire P. Dewey, the head of said firms, acquired a large share of the plunder—has too much distracted my attention to undertake so astounding an exposé of crime. Moreover, the Nemesian time, for such publication, has hardly yet arrived.

Your recent prominency, however, in the new role of *Mining Stock Gambler*; your big-sum suits against the Bonanza Barons, and several publications put forth about them, with your

characteristic duplicity, induce me to anticipate that ampler and minuter work, by summarising, in a general and philippical manner, some of the grand schemes of fraud and other villainy, of that period, in all which, as stated, you took a prominent part.

Unlike yourself, I have never gambled in mining shares, have not acted in the capacity of capper or stool-pigeon, sold "long" or "short," nor speculated in dividends on "points," supposed to have been wormed out of the knowing ones, nor bucked against their "tigers;" consequently, have no grievances, on the score of bad faith or stocked cards, against any of the operators in such.

I have often been asked why I did not wield my "savage pen" in exposing the villainy and general hurtfulness of mining stock gambling, the same as I had done with reference to the wrong-doings of the Railroad, Water, Gas and other incorporated companies, and the frauds, injuries and wide-spread corruptions attending speculations in and monopolization of the Public Domain; to which I responded, that whilst advising my acquaintances not to venture their money in such a doubtful game of chance—telling them that if they must gamble or purchase lottery tickets, to go, in preference, to the Faro Banks of Bill Briggs or Bill Barnes, or to Chinatown and try their luck at Tan, and taking tickets in the great Oriental Lottery, I did not assail the mining stock manipulators for two reasons—the first, that people were not compelled to be fleeced by their alternate bulling and bearing of prices and close corporation malpractices; and, secondly, that those manipulators did not so pollute the entire land and strike at the foundation of the Government by bribing our public officials to further their unfair operations, as do those franchised incorporators and the land grabbers and gamblers, of which latter fraternity, you have been a leading and lucky member.

Moreover, to possess homesteads, to travel or freight on railways, and to use gas and water, are imperative necessities, whilst to enrich oneself in hazardous ventures in mining stocks, is not. Also, such chartered companies are Public Agents and subject to control by the Authorities.

Among the many effusions of my pen was a "Memorial" presented to the California Legislature some years ago—"Upon the policy of licensing and regulating Gambling and Bawdy Houses," which I favored. A number of copies of that Memorial was printed in hand-bills for circulation. I extract the following from it:

"Upon the question of gambling, permit me to expatiate more lengthily and widely. The mass of mankind are, by nature, gamesters. That great master passion of the most—*acquisitiveness* and the love of excitement and pride of opinion, in many—prompt them, in some way, to hazard the contingencies, or turn of the die, in speculative enterprises. All these are more or less demoralizing. The query is, from which of the prominent modes of gambling in our community flow the more tainting and widely percolating rivulets.

"Some ten years or so ago, during one of those spasmodic and periodic blackmailing raids upon the "hells" of the "blackleg" fraternity of this city, I was induced to pen, for the press, an article upon the relative grades of gamblers; but since my strictures sent too heavy a bombshell into the ranks of "our leading, wealthiest and best citizens," no columns were opened for its insertion. It was thus smothered, as have been the most of, and all my best *censor mores* essays, tendered the newspaper proprietors, during a number of years past. My classification was—which holds equally good to-day—as follows:

"*First*, in rank, as regards the extent of their operations, unfairness of gaming and its injurious effects upon society, are the great LAND GAMBLERS. Employing all branches of the Federal, State, County and City Governments to subserve their iniquitous purposes—the major portion of our public servants, in each, being bribed or bamboozled to be used as obedient pawns or representing checks—they have thus managed to rake into their thieving coffers the immense amount of real estate and other wealth in their possession."

In your recently issued pamphlet, responsive to what you term a "Libellous Publication of the Bonanza firm" of yourself, you speak of the "wash sales" of that firm—sham purchases from and sales of stock to each other and confederates, to unfairly raise or depress prices, and thus swindle the speculating community.

I am not writing this letter to defend those parties. For aught I know they may be guilty of what you allege. But that you, you avaricious, mock pious, swindling old hypocrite! should have the effrontery to prefer such a charge and to proclaim that your object for investigating the alleged cheating by the Bonanza firm and their confederates, was to "benefit the public and expose fraud and falsehood," when guilty yourself, as notoriously known to all the old timers, of doing that very thing in connection with land sales in this city, proves you (compound of Oily

Gammon and Doctor Cantwell) to be the same cheeky and unconscionable rascal as of yore.

In this and other disreputable ways, with the outlay of little money, except your contributions to the great "Bribery Fund," raised to purchase, for your purposes, the venal assistance of our public servants, you acquired property which has made you a millionaire.

To consummate your plunder schemes (manufacturing "Pueblos" and Water Lot Muniments, and so entangling titles under them as to enable the tricksters of the Ring to grasp a lion's share of the land through the "Little Joker" game of "heads I win, tails you lose") you and confederates perpetrated every species of iniquity, even to conniving at, aiding and abetting numerous murders or manslaughters.

Blinded by your avarice and enraged against the Bonanza firm because of the loss of a few thousand dollars of your ill-gotten wealth, charged to their procurement, you seek to array the community against them by professing sympathy with the poor men and women, the widows and the orphans who invested and lost their little sums in mining stocks, seemingly forgetful of the large number of poor people you and your confederates defrauded of their little homesteads, to which they were entitled.

To enumerate the vast amount of tricky villainy that you and your bandit brethren resorted to, in the manufacture and confirmation of titles to your stolen lots, would lengthen this letter to a huge-sized volume. I will, perforce, recite but a few points.

As well known, you had various Judges in your pay and employ, or who were possessed of a secret lay in your contemplated "swag" hauls. These would render a half-way or indeterminate decision effecting a large amount of land, and incorporate an *obiter dictum*, intimating how they would decide when the case should be brought, upon its full merits, before the court. Then you and your Ring swindlers would go to the parties who were thus menaced with defeat, and purchase their titles for a pittance. After obtaining them, you secured a final determination, when, instead

of deciding in accordance with the *obiter dictum* outgiving, your judicial confederates would wholly ignore that and decide contrariwise.

Another trick of you land gamblers was, after gobbling all the lots, possible, under one line of decisions, and casting your covetous vision upon other land parcels which required an adverse order of decisions to enfeoff you with the fee, was to buy up the opposing titles, at a trifle, and let the cases, filed in Court to determine them, lie *perdu* until you went to the Legislature and to Congress to smuggle through Bills that would authorize the Courts to adjudge such titles valid. Numbers of these suits being collusive, your gang conducting both sides.

Another trick was to appear at auction sales of lots with some sort of a Court process, or other authority, forbidding such sales, (employing agents to thus denounce some of your own sales,) where the announcement was made that parties purchasing would acquire no title thereto. By thus defaming the same, you secretly bid in the property, through your pals, for a fraction of its value, and then got such titles declared vested in you.

You were also a party to the conspiracies which secured the resignation or electoral defeat of several judges, who either could not be dishonestly used for your purposes, whilst on the Bench, or had committed themselves to certain renditions, it was your policy to have reversed by other pliant incumbents you intended as successors.

Another scheme was to get cases transferred from a Court, where the judge proved proof against your venal overtures, to one where his honor had less scruples of conscience. I will cite a memorable instance of this sort—the transference of the "Pueblo" case from the United States District Court, where it had lain several years, after finding yourselves unable to bribe, bamboozle or bull-dose Judge Hoffman to declare that myth a reality. The Act authorizing this transfer was surreptitiously smuggled through Congress by Senator John Conness, assisted by Supreme and Circuit Court Justice, Stephen J. Field, who left his exalted seat, in the old Senate Chamber, to lobby the Bill into a law, which tranferred that case from Judge Hoffman's Court to his own.

You were a party to the effort made to prevent an appeal being taken to the Supreme Court of the United States, in the Pueblo case, when every device was resorted to to induce Attorney-General Hoar, who was appealed to by special counsel in the case (Jno. B. Williams,) to order it up, not to do so. And when it had gone to Washington, you were, also, of the same party who raised the bribe money to successfully induce Hoar's successor—Attorney-General Speed—to dismiss the appeal, on *nolle prosequi*, because well known, that Court would have unanimously (of course, excepting Field,) reversed the decree of the Circuit Court, had it been permitted to go to trial—thus consummating the prestidigitating juggle, and bottoming the titles to nearly all realty in this city, upon the hugest fraud ever perpetrated in America.

Your other most memorable failure, was the previous attempt at bull-dosing, bamboozling and bribing Judge Nathaniel Bennett, whilst on the Supreme Court Bench of the State, to do what Hoffman refused.

Your piratical band, likewise, failed to bribe Judge McAllister—Field's predecessor on the Circuit Court Bench—to recognize your whole-cloth manufactured "Pueblo," or sustain certain Water Lot muniments you had similarly manufactured.

And yet, though slimed over with all these criminal offenses, you have the brazenness, in the phamphlet alluded to, to say:

"Having been a resident of California for thirty years. * * * My business pursuits having been carried on side by side and in co-operation with those who are to-day her best, representative and most influential men; having, out of my own fortune, had the opportunity and the happiness to aid many of her citizens in laying the foundation of their existing prosperity, not one of whom can say that my own was acquired at his expense, or at the cost of honor, it will not be considered vanity," etc.

That several of our "representative and influential citizens," but not the "best" co-operated with you, in acquiring your fortune, I admit. That not one such will volunteer to say you acquired that fortune, or he his own, otherwise than in the most honorable manner; and that you aided many such citizens in laying the foundation of their existing prosperity, I likewise admit. I have shown how you and they acquired such fortunes. But not

one of them will come forward to publicly vouch for your not having accumulated your fortune at the "cost of honor." They do not desire to have stirred those stenchy matters of the past, nor have their names emblazoned again before the public in such connection. Being *particepes crimines* with you in those operations, the possible opening of the portals of the penitentiary for yourself and them must be an ever disquieting reflection.

For this reason, they will not permit you to bring a slander suit against the Bonanza Firm, because of their "Libelous Publications" about you, nor against the proprietors of the *Bulletin*, *News Letter* and other newspapers for inserting such "libels" in their columns. Nor will they permit you, if fool enough to think of it, institute a libel suit against myself for penning and publishing this letter. Yet, nothing could please me better than for you to do it. Opportunity would then be afforded me to prove, through legal form, to all the world, the guilt of yourself and confederates, in those unparalleled acts of villainy.

When this shall be done, (and it will yet be done as sure as fate,) perhaps you and other *nouveau riche* of the old land-thieving and "rotten pork and sour flour" aristocracy of this city, will not effect such upstart superiority over the *newer rich* mining millionaires, nor over gentlemen of fine fibre and culture, simply because they may be poor. You may not then repeat the sneering allusions made in your pamphlet, to two of the Bonanza Firm, when snobbishly speaking of their "debased experience as proprietors of a rum-shop, and associates of dram-drinkers." Now, when those two men proprietored their "Auction Lunch" on Washington street, I was an occasional dram-drinker at their saloon. I was never imposed upon by them with bad liquor, nor in any manner cheated there. I did not learn they kept loaded dice, marked cards, nor any back room "deadfall"—to rake the pockets of fuddled or drugged customers.

But, at the same period, there existed in another portion of he city an "Auction Sales Room," kept by Payne and Dewey," where, figuratively speaking, were loaded dice, marked cards, cappers, stool-pigeons and deadfall back rooms, in which a vast amount of cheatery was concocted and perfected, as set forth n

this *brochure*. And in several instances, it is known that drugged and undrugged liquor was resorted to, by you conspirators, to drown the senses of certain victims, as well as tools, you could not use for your purposes, when sober, to carry out your robber schemes.

Doubtless, but for your political predilections, and desire to assist in booming General Grant into the Executive Chair of a "Strong Government," you would be sneering at him, because he assisted his brothers-in-law to keep their "groggery" at, and work their ferry boat across the Stanislaus river in 1854; kept a billiard saloon, in this city, the same year; wagoned cordwood from his father-in-law's farm into St. Louis shortly after, and was clerk in his father's tannery at Galena on the opening of the inter-State war.

You designate J. C. Flood a "moral pachyderm," by which you mean, a rhinoceros-hided rascal. Now, he may have a very thick cuticle of the sort, but I venture the assertion that an examination and comparison of the two will reveal yours to be greatly thicker, and that its excretions emit a far more foul effluvia.

In several places, in your pamphlet, you make manifest your own bar-sinister blooded vulgarity, by supercilious allusions to the "low origin" and previous "disreputable occupations" of the Bonanza men.

Indeed, this thing is quite characteristic of you, as so often illustrated. I will mention one humorous incident:

You put on many high-flung airs every time you visited Europe, giving out that your great fortune was not accumulated by you, through any such vulgar occupation as merchandising, manufacturing, mining, speculating, or the like, but was inherited from illustrious ancestry.

During one of your "doings" of that continent you travelled a portion of the time in company with another sight-seeing and airy American.

I quote the story from Barry & Patten's book—"*Men and Memories of early San Francisco.*"

"One of our San Francisco Aristocracy was formerly a crockery and earthenware dealer, on the Atlantic side of the continent, but did not pursue his old trade in California, making more money in various ways, from hotel-keeping to real estate speculating, etc. After accumulating a fortune, he, of course, followed the old stereotyped path—went to some other country to spend it. Meeting a congenial spirit in Europe, they traveled the grand tour together, each playing the *rentier*, the *grand proprietaire*, entirely ignoring any knowledge of business, of any nature whatsoever. They were together in Paris, on the Rhine, in Dresden, Berlin, Vienna, Venice, Florence, Rome, and finally came to Herculaneum and Pompeii, where they were lost in the wonders of the long buried past.

"One day, as they were examining some curious specimens of ancient pottery, bowls, cups, dishes and recondite platters, in one of the unearthed palaces of Pompeii, our California *rentier* became genuinely interested in a singularly delicate thin bowl of very hard, bell-like material, that vibrated with a gentle ring in handling. Turning it carefully over, he scrutinized it inwardly, outwardly, and at its edge; held it up to the light, with every look and movement denoting the expert, but all unconscious of the watchful eyes of his companion. Suddenly, after a long inspection, he tossed the bowl with his right hand, caught it on the extended finger-tips of his left, held it in silent poise, like a prestidigitateur, giving it a quick tap with the middle finger knuckle of the other hand. At the clear bell-like ring, his face glowed with the undisguised satisfaction of an approving virtuoso in Chinaware and Crockery.

"'No! you don't say so? I used to be in that line too.'

"'Eh, what did you say?' asked the California *rentier*, suddenly roused from his preoccupation, and turning a dismayed face to his companion, 'What line? Don't understand you!'

"'Oh, bosh!' said the other, 'I have been too many years in the business not to know you by the way you handled that bowl just now. We'll understand each other all the better hereafter.'

"'I don't understand you at all, sir.' said the silly Californian, whose vanity was so wounded that he actually turned his back upon his good-natured companion, and never resumed the acquaintance."

I am informed, however, that your experience in the crockery traffic could not have rendered you a connoisseur in antique vases, Sevres porcelain nor fine Chinaware, since you only dealt in common dirt and delft-ware—pitchers, plates and piss-pots.

A work has, for some time, been in preparation by Bancroft & Co., to be entitled "*Contemporary Biography of California's Representative Men—Illustrated with Steel Plate Portraits.*" Some two years and a half ago, the noted "Biographical Fiend" (Professor Phelps), employed by Bancroft upon it, importuned me to assist him in such labor, assuring me I would receive a good salary per month. I told him that no amount of money would induce me to perform such task—that, in fact, I could not, since

my mental stomach would nauseate and upheave were I to undertake the penning of such laudatory matter about those scamps the most of whom I *knew* to be such) as would be expected of me.

A short while after the issuance of the *prospectus* for this work, and the Professor's soliciting me to assist him in immortalizing, in history, these *novum hominem*, I published a pamphlet entitled "*American Education Analysed*," in which I devoted a page and a half to a criticism of the prospectus, and some advance criticisms on the forthcoming work. I extract the following from it:

"Here will be a grand collection of our Shoddy Aristocracy. The portraits will cost each of them $250, and a copy of the book $50 more. They will write or dictate the outlines of their own biographies which will then be fixed up in fulsome style by the facile penman in Baneroft's employ. But what a vast deal in the career of numbers of these gentry will be suppressed; especially, as to the various villainous methods through which the majority of them acquired their fortunes. The one virtue in their lives will be transmitted to after times; but not the linked thousand crimes. * * * * It is possible there will be so many omissions in these biographies as to neeessitate my publishing an addendum to several of the most prominent. I think I can make such read much more racily and truthfully. So hurry up Messrs. Baneroft and let me get out that supplement."

The book has been so long delayed, and learning that your biography will be included in it, I put forth this "Open Letter" as an advance chapter of my contemplated supplement.

Doubtless, you and all your old plundercratic oligarchy will essay to counteract the damaging effects of this exposure, by bestowing upon me the epithets and characterizations, so effectually used in the past, to soften my charges against you; forestall my influence, and lessen the weight of such testimony. As usual, I will be termed "crazy," "erratic," an "Ishmaelite," "deeply prejudiced," a "soured and disappointed" man and the like. You, nor none of your gang have ever charged, nor will you charge me with dishonesty or intentional unveracity. So far as being a "soured and disappointed man," I would ask you as I have frequently asked others, making this remark, where are their proofs? My countenance does not indicate it. I have never been an office seeker, the rather, a declinator, since refusing several tendered me; among them the important one of Indian

Agent of Oregon, a commission for which was, unsolicited, sent me, in 1847, by my old personal friend, President Polk (it being the *first* United States official appointment made west of the Rocky mountains); consequently, not disappointed in that line; and as regards wealth, I acquired and lost a large fortune in the mines, in early days, which did not trouble me the least. It is true, I possessed real estate in this city which you plundercrats swindled me out of, through the availments of simulated titles, and corruptly enacted and adjudicated statutes, that would have rendered me immensely wealthy, but I was tendered, at the time, other property to appease me, and put a stop to my thwarting opposition, that was as valuable; for, as well known, I was, during several of those years, a power in the land, and would have remained so, had not nearly all public virtue, or care for community interests, and regard for men of merit, died out amongst us. I am now of small importance in public estimation—wielding little influence, notwithstanding, I have, amid vast temptations, never swerved from the bee-line of rectitude, and have added greatly, during a quarter century and upwards, of maturing years, such stores of experience, knowledge and wisdom as would enable me to still better serve my fellow-citizens. But, I repeat, this misappreciation and non-preferment of me, brought about through the defamation of your class, does not sour nor disappoint me, since I desire no office. I did, until recently, grieve much over such suicidal conduct of my countrymen, but a calm philosophic acceptance of the situation is the existing condition of my mind. In proof of this, I adduce the fact that I abjured party politics during the recent campaign. I did not publish an article, make a speech, register, nor vote. Party prejudice and passion, place and plunder, appearing to be the sole incentment, on every side, I abjured the whole.

Corroborative of certain allegations, made herein, and allusions to self, I will give a conversation held between Joseph C. Palmer and myself a number of years ago, on the Oakland Ferry

boat. Palmer, as well known, was head of the great banking house of Palmer, Cook & Co., an institution that wielded fifty fold more influence, in its day, than did the Bank of California, in the palmiest period of Ralston's administration of it. Not only the city of San Francisco, but the entire State was, through their venal control of public officials and the politicians of high and low degree, absolutely ruled by said firm, with the co-operating assistance of you land pirates. Palmer and myself had not spoken to each other for a lengthy time in consequence of the fierce warfare I had waged against his dynasty. But, as he was now shorn of fortune and power, when we met upon the guard of the boat, and I saw he desired to address me, I frankly extended my hand. We discussed much about the stormy and eventful times of his reign.

I may add that with Palmer, as with Ralston, there are extenuating credits to be set against their much wrong-doing. Both were liberal with money, pushed forward improvements, and lavishly scattered immense sums whether rightfully or wrongfully accumulated.

But how widely different with yourself, although you boast, in your *brochure*, of the contrary. So far as I have learned, you have held tightly the draw strings to your big bag of land and other plunder.

Palmer said to me—"Pickett, in the ramified and important operations our house was engaged, which necessitated the wielding of large political influence, you was the most influential and most feared man opposing us; but as you always battled our plans in a bold and manly manner, I greatly admired you, and would have had you put forward for any office you might desire. You could have gone to Congress, or taken a high State position. Had you been willing to accept them, deeds to any number of highland and water lots would have been made out and given you, and your check upon our bank, for such money as you might require, would have been honored, had you but consented to cease such opposition. Look, sir, at the numbers erecting their fine houses and setting up their carriages in the city. We made the fortunes of the most of them, and you could have been the richest

among them. You had a better right than any to the largest share of the real estate they acquired. You were here when the American flag was raised over the country, and shouldered your musket to uphold it. You then became a resident of the little village of Yerba Buena, and helped to lay the foundation of the great city it has grown to be, and I always regretted you did not receive your due proportion of its lands."

To this I responded: "I know, Mr. Palmer, and knew at the time, that the property you mention, bank accommodations and high official preferment were ready to be tendered me whenever I signified a willingness to accept such, but I could not receive them on the terms required of me — the forfeiture of my honor and compromise of my manhood. Moreover, as you know, I did, on arrival in California, acquire an inchoate, legal and equitable claim to a large portion of such property, and have been rightfully contending for it."

"But," rejoined Palmer, "your claim or character of title was in conflict with that which the new comers had agreed to establish, and as it was a grab game under the new system, and a foregone conclusion that all such land was to be thus divided out, you ought to have come in and taken your proper portion."

"Mr. Palmer, I must reiterate, I could not accept it in the way that it was tendered, and I feel better contented to-day, in my poverty and uninfluential private station, than had I attained to high civic position, or become a millionaire on such conditions."

You, Squire P. Dewey, had no such scruples, and, through many tortuous methods, bagged a large portion of that booty.

That your suits against the Bonanza Barons are only intended to blackmail them into making good a portion of your losses you allege one of them had caused, in the sale of certain dividends, and not for the purpose of securing a dollar for the stockholders, of the immense sums you allegate, in your complaint, the Barons have swindled them of, is attested by several of your proceedings. It is only necessary to cite one to incontestibly prove this. That one is the secret proposition made, in writing, to Flood to pay

you $52.600 of said losses, when you would abandon all idea of sueing them on behalf of the stockholders, enter into business relations with them—that is, help them to bull a boom of stocks, on false pretences, in order to swindle more of those poor men and women, whose losses you so hypocritically deplore, and have declared the Bonanza men ought to be hung for occasioning. Also, that you would "renew your social relations with them," notwithstanding your contemptuous averment about their "vulgar antecedents" and "debased experience as proprietors of a rum-shop and associates of dram-drinkers."

Here was a quadruple act of villainy to be perpetrated. First, your premeditated treachery to the stockholders, to defend whose interests you had been proclaiming was the sole prompting of your assailment of the Bonanza firm. The second, to leave your Attorneys in the lurch, since they were to be kept ignorant of the compromise. Thirdly, that Flood was to connive with you in concocting a falsehood to give out, as the true reason why an adjustment had been effected between you. And fourthly, the bulling boom in stocks you proffered to assist in, that you might be enabled to thus beswindle more money out of a bamboozled public. The last proposition was made at another time.

I insert that "memorandum" to let it speak for itself. It was made verbally, and then handed in writing to Mr. C. O'Connor, as your pamphlet shows :

DEWEY'S PROPOSITION—MEMORANDUM.

"Through misinformation I was made to lose in a transaction in the "Bonanzas" the sum of $52.600. That information coming from an official source and being a question of fact and not of opinion, I claim that that loss ought, in justice, to be made good to me, HENCE MY INTENTION TO PURSUE IT. But as you have been pleased to remark, 'that course leads to an estrangement of old friendships, as well as of business and social relations, and the matter had better be accommodated by mutual concessions, if possible,' I am willing to treat it in that interest, and will make the following proposition for a compromise of the whole matter, viz : I will sell to your friends 1,000 shares of "California," which I hold, for the above named sum of $52.600, WHICH WILL DIVIDE

THE LOSS, with the understanding THAT THEREUPON OUR OLD SOCIAL RELATIONS SHALL BE RENEWED as if nothing had occurred to interrupt them, and that counsel nor friends—on either side, however intimate — shall know nothing more of this matter than that explanations mutually satisfactory to all parties have been made. ''

After the failure of such proposed schemes, in consequence of Flood's refusal to accede to your proposition, hardly another man than Squire P. DEWEY would have had the reckless temerity to institute such suits with a document, of the kind, in possession of the enemy. Yet you did it, which shows you must have become deranged with grief in brooding over your gamester losings.

And I have heard it rumored that you are even now secretly essaying to induce the Bonanza firm to pay you something on condition that you will withdraw those suits. In fact, you would be willing to accept the $30.000 you once proffered, through lawyer Lake, to take, and call it quits with the defendants.

Therefore, if the other disaffected stockholders, in the Bonanza Companies, desire to push the suits, in good faith, against the defendants, I would advise them to get rid of you and your dummy Burke, since Flood & Co. can, at any time, buy you off at such low price.

In the event that you shall be defeated in your suits against the Bonanza Barons, you might make a raise by " Burkeing'' them through a different process. For your benefit I will tell you how.

A man by name of Burke, in England, some years ago, procured a number of cadavers to sell to the Medical Colleges, for dissection, by drugging persons and then lowering them with a rope, tied to their feet, into a well, where they drowned and the unabsorbed drug ran out of their stomachs.

You might get your dummy man Burke to make way with the Bonanza men in some such manner, hide their bodies and, like the robbers of Stewart's remains, await a reward from their widows. Mrs. Stewart paid a hundred thousand dollars for the remains of her husband. Doubtless, Mesdames Mackay, Flood and Fair would each pay as much for the cold corpuses of their beloved husbands.

I have, now, a proposition to make you in my own behalf. It is to buy me off from assailing you any more. Nay, should you succeeed in assisting me, in the matter, I will not only not be a party to any move to send you to the penitentiary — whither there is strong likelihood of your going — but should you be sent there I will intercede with the Governor to commute a portion of the term for which you may be sentenced.

As stated in this letter, your land-title-manufacturing gang choused me out of realty here, which would have made me a many times millionaire. Through the same legalised schemes of spoliation I, necessarily, became enfeoffed with a portion of said property which would still have left me wealthy. But when I essayed to have the parties, in possession, ousted from this, your *douceured* Judges flopped, and decided against me, since other tracts of land, held by several of your gang, were involved in the issue; thus again succeeding in playing, against me, the unfair game of "heads I win, tails you lose."

Two of the fifty vara lots, in the second swindle of me, are claimed by ex-Judge S. C. Hastings. This man has committed more crimes than yourself, as numerous as are yours. His reputation for such is notorious. He is worth five million dollars, nearly all acquired through acts of villainy. He was elected California's first Chief Justice. When you banditti made overtures to bribe the Court in the "Pueblo" case, you failed, as stated, to corrupt Associate Justices Bennett and Lyon, but easily made terms with Hastings. There is where he laid the foundation of his large fortune. And not only did he sell himself in the "Pueblo" case but all the time he was upon the Bench of that Court, made money by selling his opinions, and also, by finding out how a majority of the Court would decide, in a case, and then guaranteeing, for a bonus from the successful suitors, a favorable rendition. He has been the leading "Broker," for such Court, ever since he left the Bench.

Now, if you can persuade your old land-thieving *confrere*, Hastings, to disgorge so much of his booty, by deeding those lots to

me, I here publicly proclaim that I will, in good faith, repay you in the manner mentioned, but will not "resume our old social relations."

It would, as observed, fill a huge-sized volume, or several, to relate all the villainy perpetrated by you and your land-title-manufacturing and gambling gang, to say nothing about your numerous swindlings in wildcat mines and other "hogging" games, in that line, since, which, as I am informed, you have, for several years, carried on, and pocketed much money therefrom; so I will close this lengthy letter by referring to but one count in the long list of your especial rascalities.

That one is the notorious robbery of the large landed property, lying in this city, belonging to my old and much esteemed friend, Rodman M. Price, a member of the Constitutional Convention in 1849, ex-Town Councilman of San Francisco, ex-Purser and Paymaster of the U. S. Navy, and ex-Governor of the State of New Jersey.

To effect this robbery, the firm of Payne & Dewey colluded with the faithless agents of Price to purchase from the latter, at a third of its value, this large property; your portion of the steal being estimated at one hundred thousand dollars.

Some twenty years ago Price had you arrested, in New York, for participation in this robbery, to await the termination of a suit against the firm of Payne & Dewey and the aforesaid faithless agents. He obtained judgment against the latter for a large amount, I believe, which he has never been able to collect, whilst you managed to wriggle out, upon some technical ground, although the testimony clearly disclosed you guilty, and such was the belief of the judge.

Governor Price will arrive in San Francisco sometime during this month, a portion of his business here, to try and compel you to "disgorge" some of that stolen estate.

Hasta luego! ladron de terrenos.

CHARLES E. PICKETT.

POST SCRIPTUM.

Among your several Attorneys in battling the Bonanza Barons, I recognize one—S. W. Holladay—who long co-operated with me in battling your "hogging game" carried on in the land gambling times alluded to. I have always entertained a high regard for that gentleman. Whether you win or lose your suits against the newly created Mining Barons, I hope you will fee him largely, and thus make some amend for his defeat and losses when cheated out of his rights by you and your land-gambling gang.

In another of those Attorneys—Alfred Wheeler—I recognize one who actively and prominently co-operated with you in conducting such "hogging game." I believe he is not now well estated. In the event that you shall not gain your $40.000.000 suits, you ought to be generous enough (you boast how much you are so) to deed him some of the real estate he assisted you to steal.

And, finally, in your legal Counsellor—Nathaniel Bennett—I recognize, the finest scholar and ablest lawyer who has ever stepped foot in California; the ex-Judge whom your land-grabbing banditti, in 1851, after failing to bribe with the immense sum of money ready to be raised for him and his concurring colleague on the Bench, and then ineffectually striving, through every effort at bull-dosing by your subsidised newspapers, even to threats of personal violence through a mob that was proposed to be raised for such purpose, to overawe and compel him to ignore the facts, the law, and his conscience and decide in their behalf, then cunningly tricked into resigning that a more pliant successor might be put in his place. I hope you will, also, fee him largely. He is now, and long has been very poor, notwithstanding his eminent abilities; and mainly so caused by the refusal of you wealthy plunderers to employ him, and the injury done his reputation by reason of the suspicious circumstances attending his resignation, which you scoundrels, who thus compromised him, have, for years, secretly circulated with a construction you knew to be false, to prevent his being placed again in such official position, by popular election, which has been three times essayed.

I know your reason for employing the two honorable gentlemen mentioned. *Firstly*, because you have long known them to be most capable in their profession; and *secondly* and *mainly*, because of your confidence in their integrity. With so much unfaithfulness to clients on the part of so many attorneys in California, (selling them out,) you secured the services of those you believed would be proof against the golden bribes of the Bonanza Barons, in the event that these should attempt to buy them.

C. E. P.

ADDENDUM.

To make as much of a titular *tabula rasa*, as possible, of the territory on this peninsula, in order to cover the land with their "Pueblo" creation, the robber-ringsters set to work to defeat the confirmation of several genuine Mexican grants.

I bought a lot on North Beach in 1847, held under an undoubted Mexican title; but was swindled out of it by certain Argonautic pirates, some three or four years, subsequently, through means of an American Alcalde grant (possessing no validity whatsoever) made to it.

The d'Haro grant, covering the Potrero—a genuine Mexican title—was, also, through some legal hocus pocus, declared invalid that such valuable portion of the city site might be appropriated under the Pueblo fraud.

The Shereback claim of 400 varas square—another valid Mexican grant, located on Mission bay marsh, at the western base of Rincon hill—was confirmed by Judge Hoffman, about 1860. The old Pueblo ring-manufacturers paid no attention to this suit, believing that Hoffman dare not decide in favor of any title which conflicted with the Pueblo demesnes. The decision struck them with dismay. Their subsidized newspapers (they then, thus-wise, as usual, controlled all our journals), made a dreadful howl over the matter, denounced Hoffman, furiously, and demanded that the case should be reopened and reversed. But Hoffman left for a visit East directly after its rendition (fled, it was said by some, from the wrath of those wolfish ringsters), when Circuit Court Justice McAllister was applied to, who, upon affidavits made by certain witnesses, in the case, that their location of the claim was incorrect (it was well understood that they were bribed to make such affidavits, since their location of the claim was right), made an order reopening the case. On Hoffman's return he refused to vacate that order, thus sending up the claim into the air, where it has hovered ever since, it being impossible to float it on other land.

The entire Pueblo title-concocting pack of thieves, as well as purchasers of realty from them, were terrorized lest the bottom should be knocked out of the great Pueblo myth, itself, by such correct decision, as made by Hoffman in confirming that grant, and hence, the hubbub about the same with its results.

I understand that the parties holding the title to such tract are about taking action to have the proceedings, reopening the case, set aside, and the decision reaffirmed.

DECISIONS WHICH MAKE THE PLUNDERCRATS SQUIRM.

Three years ago the Supreme Court of the United States made several important renditions (the so-called five Granger decisions) declaratory of the obligation of certain public corporations or agents, and the power of the respective States to control them ; and last spring rendered another, affirming the validity of the "Thurman Act," which especially operates upon the Union and Central Pacific Railway Companies. Of course, the regularly pensioned advocate, on that Bench, of these great corporations and other plunderers—Mr. Justice Field, judicial creator and materializer of the Pueblo ghost—dissented from those just judgments; and all the papers in the pay of the cormorant monopolists, checkmated in their plunderings by such decisions, are yelping and snarling savagely at the Court. The Sacramento *Record-Union*, Stanford & Co.'s leading organ, denounces that tribunal and those decisions in worse than fish-women's billingsgate ; terming such decisions "Communistic; agrarian; dishonorable; immoral; false in their premises, arguments and conclusions; repudiative of solemn contracts; sanctioning the robbery of vested rights ; demoralizing to society, and only made because of a cowardly, demagogic and base pandering to the demands of a hoodlum, venal and depraved populace." Field it regards as the only truly wise and virtuous judge among the nine.

It is to be hoped that the great Pueblo swindle will yet have a full hearing before that Court, where and when its enormous wickedness will be shown. But should a Pueblo be declared to exist, it will then be shown that every edict, equity and usage of the Spanish and Mexican Governments, which established it, have been violated by the manipulators of the title and grabbers of the land.

TIGER CLAWING TIGER—SHARK DEVOURING SHARK.

Among the professional card "sports," it has always been the *esprit de corps*, of the fraternity, that a "cinched," "lame duck," or "tiger"-scratched victim must not "squeal."

For several years the voracious mining sharks have fraternally fattened on the numerous gudgeons that they conjointly enticed into their ravenous mouths and maws. But gudgeons growing scarce and lean of late, these mining stock sharks, like the "green-cloth" bankers, when similarly situated, have commenced to devour each other ; and when it comes to "shark eat shark," then look out for a terrific lashing, foaming and bloodying of the waters.

Among the lesser mining stock sharks, who have been bitten by the larger, and are violating the gambler's code in "squealing," the most noticeable, by reason of their prominency and louder wails of agony and rage, are the proprietors of the S. F. *Chronicle*, Squire P. Dewey and Coll Deane.

The *Chronicle*, for several years, was the leading mining stock "bulling" or "booming" organ in the State Its glowing descriptions of the "Aladden-like" treasure emboweled in the earth at White Pine, Reese river, Virginia City, and other places in Nevada, set nearly the entire community crazy, to suddenly enrich itself, therefrom. Its proprietors, of course, received, gratis, a number of shares, in several mining companies, for thus "making a market" and attracting numerous schools of gudgeons into the nets of the fishers. These shares they hypothecated to raise funds to buck the mining tiger. Presently a reflux in the speculation tide occurred, leaving the *Chronicle's* piratical bark stranded on a leeshore, with a heavy margin due on depreciated stocks. They besought the Bonanza firm, and other successful operators, to float them off. This they refused, when the *Chronicle* crew set up an agonizing yell of resentment and revenge against all mining manipulators, especially the Bonanzadores.

Of gambler Dewey's special grievance, the public has been fully informed.

Of gambler Deane's, I know but little, except as revealed in his recent speech. Doubtless, the big sharks have raked him with their larger and stronger teeth, and—"hence these tears." But he ought not to have "squealed." It is unprofessional. He ought to have perceived not only its unmanliness but impolicy ; since, among *his* numerous gudgeon victims, steps forth a no less personage than the great agitator, Denis Kearney, who accuses him of conniving at the swindle of himself, three years ago, of three thousand dollars.

And yet a more patriotic and pious sermon was never preached than by this same Coll Deane in Union Hall. "Satan reproving sin !" Like Dewey, Deane proclaims himself the embodiment of virtue; in fact, all mining stock operators are, in his estimation, models of virtue and fair-dealing, except the Bonanzadores.

Unlike General Washington, "who could not tell a lie," Flood can and does lie, according to Dean and Dewey's testimony. But who vouches for the veracity of D. & D. ? Deane says of Flood: "We cannot expect anything elevated in his conception

of the morality of things." But who looks for "the morality of things" in any stock operator? Everybody can preach well. The devil can out-preach a saint. Let us see the corresponding practice. Deane's recent sermonizing is excellent. It beats that of any delivered from the pulpits of this city. And now that he is a busted stock gambler, the victim of misplaced confidence, like Dewey (deluded Deane and Dewey!), I would advise him to get a church and go into the "Gospel sharp" line. With Dewey's assistance, they might be able to successfully run a "forty-parson power" concern. Long-live humbug! It pays better in America than any country on the globe.

My sermon to the multitude about mining stocks can be summed in three words—"Don't buy them! I would, likewise, advise the public to take no side in these shark fights. Stand aloof, and let the big sharks eat the little ones if they can. There will then be fewer sharks to prey upon the community. Afterwards, some avenging sword fish can pierce the plethoric bellies of the big sharks.

In Deane's discourse he quoted some excellent matter from a 4th of July oration, recently delivered here, in regard to the obligation and duties of wealthy men to society; and pointed out the shortcomings of the Bonanzadores, in such particular. That was a telling truth. I have, for several years, unheededly, preached the same. But where are our exemplary wealthy? Did Mr. Deane, when possssed of a million, do his duty to society? Did he pay anything upon his "bond" held by the body politic? I have never learned so. The rather, did he not plunge more recklessly than ever into the great stock gambling maelstrom and stake his whole pile, in order to double his assets? Nay, "worse than a heathen," did he not even fail to safely provide for his own household, by pursuing the pathway of other desperate gamesters, in staking and losing his wife's separate homestead, in that game of chance? And is he not now hallucinated with the belief, that he sees untold millions in certain undeveloped areas of the Comstock lode?

Finally, Mr. Deane counsels the community to organize a "Vigilance Committee"—*alias*, Lynch Court—to seize and hang the Bonanzadores. But let me inform this rash revolutionist, that when such time shall have arrived, the necks of all the stock brokers will be in equal or more danger than those of Mackay, Flood and Fair.

> "The devil was sick, and the devil a saint would be;
> The devil got well, and devil a saint was he."

Dewey, Deane and other sick stock sharks moralise, now, in saintly measure. Let Dewey, Deane, and all ailing stock sharks, get convalescent, when devil the more saint talk from them.

4

REPORT

OF THE

BOARD OF DIRECTORS

OF THE

San Francisco Land Association,

TO THE STOCKHOLDERS.

King & Baird, Prs., 607 Sansom St., Philada.

To the Stockholders of the San Francisco Land Association.

Many of the proprietors of the Santillan grant of land, (now claimed by this Association) being aware that the title to the property is to be finally adjudicated at the present term of the Supreme Court, having expressed a desire to know the progress, and position of the case at this period, the Board of Managers deem it proper to make a brief report.

The Act of Congress of 1851 was passed for the purpose of affording means by which property in California, recognised as *private* by the treaty of Guadalupe Hidalgo, could be ascertained and separated from public property belonging to the United States. Under that treaty all owners of private property, in the ceded Province, were to be protected in their rights; and all the lands which formed part of the Public Domain of Mexico, at the date of the American occupation of the country, were transferred to, and became the public property of the United States.

In order to separate these two classes of property, a tribunal was established by the Act of Congress, called "The United States Commission on Land Claims in California," consisting of three persons, appointed by the President and confirmed by the Senate; and every person in California, native or alien, claiming to own land, was compelled to establish his claim before this Commission. An appeal was provided from the decree of the Commissioners to the United States District Court, and again from the decree of that Court to the Supreme Court of the United States.

Under this law, the owner of the Santillan grant, Mr. J. R. Bolton, presented his claim, and began to take evidence

in May, 1852, which was continued from time to time, to March, 1855.

The Government and the squatters on the land contested the claim with great vigor, and in the language of the Commissioners, produced "a great mass of irrelevant testimony, without reference to well established rules of law governing the application of testimony to establish legal facts."

Upon the evidence produced on both sides, and upon argument of counsel, the case was submitted to the Commission in 1855, the claimant demanding a confirmation on the following grounds, which he submitted to have been conclusively established, to wit:

1. That the lands claimed were, on the 10th day of February, 1846, the property of the Mexican nation.

2. That the said lands were, at the date aforesaid, colonizable.

3. That the genuineness of the grant made by Governor Pio Pico to Jose Prudencio Santillan on that day has been established.

4. That the performance of the condition of actual occupancy, as well as cultivation, is satisfactorily shown.

5. That the said lands are separated from other lands of a like character, by boundary lines clearly defined in the grant.

In the same year (1855) the Commissioners delivered their opinion, which went into a full examination of the case, and concluded as follows:

"After ruling out so much of the evidence as we feel "bound to do, that has been taken on the part of the Govern- "ment, and is wholly inapplicable, we have no hesitancy in "pronouncing this is a valid claim. And, even under the "most strict ruling of this Board, before the receipt of the

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"opinions of the Supreme Court of the United States, in the "late cases of Fremont *vs.* United States, and United States "*vs.* Ritchie, we consider this case fully and clearly made "out on the part of the claimant. As to the points of "inhabitancy, and that of boundaries, we think that they "are clearly established.

"A decree will be entered herein, confirming the claim."

On learning this decision, the proprietors indulged the belief that no appeal would be prosecuted by the Government, and that litigation was at an end. The appeal in another case in which the grant of land (the Jesus Noe) was made by the same Governor, and from the same Mission lands had been dismissed by the Attorney General.

This conclusion was greatly strengthened by the decisions of the Supreme Court of the United States, in the only two California land cases which had then been acted on by that high tribunal. The land Commissioners remarked as follows:—

"This case was prepared on the part of the claimant and "the Government for submission, before the receipt of the "decisions of the cases of Fremont *vs.* The United States, and "The United States *vs.* Ritchie, by the Supreme Court of the "United States; in consequence of which a large mass of "testimony has been taken to endeavor to establish points in "this case that have been settled by these decisions and in "favor of the claimant herein, to wit: That of the power of "the Governors of California, under the Mexican laws then "existing, to grant Mission lands; and the right of an Indian "to alienate real estate, decided in the Ritchie case; and also "the performance of condition subsequent, which has hereto-"fore been held by this Board to attach by implication of "law to all grants issued by the Governors, whether the "same were expressed in the grant or not—which is now "entirely inapplicable and will not be noticed in detail."

The fact that the grant was issued by Pio Pico, we think is settled beyond a doubt by the proofs—and the only points left in the case for our consideration is, whether the

grant was executed after the powers of Pio Pico had ceased, as Governor of the Province of California, and whether the same was ante-dated.

That the grant was genuine, and not ante-dated, the Managers regarded, and now regard as incontestibly proved by the positive testimony of the Secretary of State, and confirmed by the fact that on the 6th of April, 1846, Santillan made a deed of a portion of the property granted to him on February 10th, 1846, to Carillo, (which deed is duly proved, and part of the record in the case,) and which deed to Carillo contains the following sentence.

"I furthermore declare I make the aforesaid sale by virtue of the right which I have acquired, as appears in the official title, which the Governor of the Department has granted to me, under date of February 10th, 1846. I execute the said deed of sale on common paper, for want of sealed."

"Given at the Mission aforesaid, and date above written."

(Signed) JOSE PRUDENCIA SANTILLAN.

Witness,
(Signed) ESTEBAN ARTEGA.
Witness,
(Signed) A. MA DE LA GUERRA.

The Attorney-General, however, took an appeal from this decision to the District Court. It was pending in that tribunal until the 17th of April, 1857, when the judges pronounced their decree, confirming the award of the Commissioners. The language of this decree is as follows:

THE UNITED STATES
vs.
JAMES R. BOLTON.

"This cause came on this day to be heard on the certified "transcript of the proceedings and decision of the Board

"of Commissioners on private land claims in California, "and of the papers and evidence on which the same are "founded, and the pleadings in this Court, and was argued "by counsel; and thereupon, and in consideration thereof, "this Court is of opinion that there is no error in the de- "cision of the said Board of Commissioners, and that the "same should be and is hereby affirmed.

"This Court doth therefore adjudge, order, and decree, "that the claim of the said James R. Bolton is valid, and "that the same be and is hereby confirmed to him."

It will thus be perceived that two tribunals appointed by the United States have confirmed the validity of the title. It should also be remembered that the only litigants in this case are the United States and this Association.

On the afternoon of the day on which this decree of the District Court was rendered, Mr. Alfred A. Green, a squatter on the property, and of much notoriety, announced to the squatters that he had just returned from Mazatlan, in Mexico, where Santillan resided, and had obtained from him an affidavit that the grant was fraudulent, &c. A meeting of the squatters was at once called; arrangements were made with the District Attorney to petition the Court for a bill of review. The petition was presented, accompanied by an affidavit from Green that evidence was in his hands, and would be produced to the Court, if they should open the case for review. It was shown to the Court that Santillan, on 11th March, 1857, appointed A. A. Green his attorney in fact; and that since his return from Mazatlan with the alleged declaration of Santillan, that the claim was a fraud and a forgery, in his possession, Green had conveyed, as the attorney of Santillan, to two different persons, portions of the very land to which, according to his own affidavit, he was aware Santillan could not have the slightest pretension. Under such circumstances, of course, the petition was dismissed.

After this action of the Court, Mr. Green offered his

papers for sale, first to the squatters, and afterwards to the agent of this Association in San Francisco, but neither regarded them of any value. He then offered them to a gentleman in San Francisco, who was interested in the property, and who deemed it expedient to avoid farther annoyance from Mr. Green, and took the responsibility, without any authority from the Board, to give him drafts on the Association for $1,000, and the same mail brought the following letter:

WM. LIPPINCOTT, ESQ.,
Secretary of San Francisco Land Ass'n, Phila.

Sir:—For and in consideration of a payment made me this day of two drafts of $500 each, one at 30 days after sight, and the other at 60 days after sight, upon the Land Association of San Francisco in Philadelphia, I beg to apprise you that henceforth you must not expect to see me an opponent, direct or indirect, of the Bolton & Barron claim; on the contrary, you will find me, for the future, blending my entire interest with your own, and that I shall withdraw all legal and other obstructions which may rest with me, and that I will do all in my power to conciliate any and every party on the estate.

I am the agent of Padre Santillan. I have absolute control, as an attorney in fact, and under joint contract with the Padre, over all those reservations specified in the deed from Santillan to Bolton, with the exception of that property deeded to Bishop Allemany.

After years of labor on my part to defeat and retard the Bolton & Barron claim, I am now thoroughly convinced that it is a perfectly honest and just title, and shall, for the future, give the best evidence of this conviction by doing all and every thing in my power to prevent any further delay to the obtainment of the patent.

To show that I am perfectly sincere in heart with you, and that I entertain an earnest interest in our joint success, I wish you would forward me, by the returning mail to

this, a deed or quit-claim to the said reservation; a printed copy of the brief, I presume, you are already in possession of.

The quit-claim I ask for does not form any part of your property, but as I wish to augment the value of the property, and as I am dealing with *ignorant* persons, the deed, worthless as it is to your Association, will be of very material value to me, and also enhance indirectly the value of the *estate generally*, as I shall be enabled to secure, by the perfection of the title, the very highest market price for the land.

Regretting that I should have been found heretofore in the ranks of the opponents of the just rights of the Association, and believing most conscientiously that every vestige of obtrusive difficulty is now removed forever, allow me to subscribe myself,

Sir,

Very resp'y yours,

(Signed,) A. A. GREEN.

San Francisco, Nov. 19, 1857.

The Board entirely differed from the views of the gentleman who gave the drafts. They have always been governed by the one principle that if the property did not legally and in honest good faith belong to the Association, they did not want it, and that the title should be settled in accordance with the law of 1851, established to adjudicate such claims. From this policy, they have not and will never depart. They therefore directed the following letter to be sent to the drawer of the drafts.

Philadelphia, December 19, 1857.

Your letter, advising of your two drafts at thirty and sixty days sight each, for $500, has been shown only to our Board of Directors, and they have all expressed their disapproval of your having made any concession to such a notorious person as A. A. Green, and they have instructed

me to decline the acceptance of the drafts. They have fully determined to rely upon the virtue and strength of our title, and will resort to all honorable means to have that title perfected, but will not pay hush money to the amount of a dime to any one.

It will be a source of regret to the Board, and particularly to myself, if this course will place you in an unpleasant position, but they cannot see how a different course can be pursued.

Yours truly,

WM. LIPPINCOTT.

Subsequently Mr. Green called on the President of this Association with his papers, after which he presented them to the Attorney-General without finding a purchaser.

The former, however, promptly offered Mr. Green a moderate amount of money, if he would forthwith place all his papers in the hands of the attorney-general. This was in accordance with the policy already indicated of withholding no information from the officers of the government that would aid them in arriving at a just and legal decision, the Board having always declared that unless the grant was valid and legal the Association did not want the property.

The Attorney-General deemed it his duty to appeal from the decision of the United States District Court of California, in which they refused to open the case to admit Green's new testimony. On a motion made by the counsel of this Association, the Supreme Court of the United States dismissed the appeal, which it is supposed is a final legal disposition of Mr. Green's new testimony.

The record, therefore, on which the case is now to be argued before the Supreme Court of the United States, is precisely the same as that on which the two decisions have been previously rendered in favor of the claimants. The case is 83 on the Docket, and will be reached by the Court about the middle of the month of February next, when the

validity of the grant, or the title to this property, will be definitely settled.

It may be properly stated, although not a part of the record, that in another land case, in which Pio Pico was a witness, the District Attorney of the United States availed himself of the opportunity to examine the ex-governor as to the genuineness of his signature to the Santillan grant. He at first was averse to being a witness in a case in which they had no right to question him, but upon being pressed by the Judge to answer, he unequivocally declared that his signature to the grant was genuine; and in reply to the question, "Have you any doubt that the grant of Santillan was signed and issued on the day of its date?" he answered: "I have no doubt of it."

It may not be improper to add, that the Bishop of the Catholic Church of California, J. S. Allemany, has recently invested funds of the Santa Clara College, in his hands, in the stock of the Company. This gentleman was a witness for the claimants in the case. His exalted position and character; his knowledge of ecclesiastical law, and especially his personal knowledge and relations of religious superiority to Padre Santillan, are of such a character as would forbid the idea that funds so sacred would be thus invested, unless he had abiding confidence in the equity of the claim.

It would be an act of mere supererogation for this Board to express an opinion upon an issue purely legal. They will not hesitate, however, to express their views, which are, that as the legal preparation of the case advances, and as the facts and the law become more severely examined, their confidence in the final confirmation of the title remains unabated. The great value of the property has never been questioned. It has most essentially increased recently, and that it will continue to appreciate, is as certain as that San Francisco will remain the metropolis of the Pacific.

The consequence is, that in the opinion of the Board, as the period is now so near at hand when the Association may expect to be put in legal possession of this property, the

intrinsic value of the shares is greater than at any former period.

By order of the Board,

JOHN TUCKER, *President.*

OFFICE OF THE SAN FRANCISCO LAND ASSOCIATION.
Philadelphia, December 23, 1859.

OFFICERS AND DIRECTORS

OF THE

SAN FRANCISCO LAND ASSOCIATION.

PRESIDENT.

JOHN TUCKER

DIRECTORS.

JOHN TUCKER,	FREDERICK FRALEY.
JOHN R. WILMER,	JOHN L. NEWBOLD,
S. W. CANNELL,	LEWIS COOPER.
SAM'L F. FISHER.	SAMUEL SIMES.

SECRETARY AND TREASURER.

WILLIAM LIPPINCOTT.

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5

TWELVE YEARS

OF

TEACHING

IN THE

PUBLIC SCHOOLS

OF

SAN FRANCISCO.

OCTOBER, 1867.

SAN FRANCISCO:
FRANK EASTMAN, Printer, 509 Clay and 508 Commercial Street.
1867.

UNION GRAMMAR SCHOOL.

NAMES OF TEACHERS.

PRINCIPAL,.....T. S. MYRICK,
SUB-MASTER,.....J. D. LITTLEFIELD,
HEAD ASSISTANT,.....MISS SUSIE D. CAREY,
ASSISTANT,.....MRS. M. A. KINCAID,
ASSISTANT,.....MISS S. S. SHERMAN,
ASSISTANT,.....MISS A. F. ALDRICH,
ASSISTANT,.....MISS E. M. TIBBEY,
ASSISTANT,.....MISS C. A. CUMMINGS,
ASSISTANT,.....MISS SUSIE M. THAYER,
ASSISTANT,.....MISS LIZZIE WHITE.

INTRODUCTORY REMARKS.

In accordance with the request of many former pupils, and their parents and friends, the Principal of this School has prepared the following statistical report, comprising a history of the results of the School, from January, 1860, to August, 1867, inclusive.

On December 5, 1855, Mr. Myrick entered upon his duties as Principal of the Market Street School, in the rented rooms of the basement of St. Patrick's Church. There were twenty (20) pupils in attendance. In three months, the School had increased in numbers to over two hundred (200) pupils and four assistant teachers. Mr. Myrick was Principal of this School till December, 1859—four years. The School was then abolished, and Mr. Myrick was transferred, by the Hon. Board of Education, to the Union Street School.

In the Market Street School, August 31, 1859, the total number of pupils registered was 427 ; and average daily attendance, 226. The assistant

teachers were Miss Kate Kennedy, Miss C. A. Maxfield, Mrs. Barker, and Miss Annie Clayton. The pupils of the highest standing were Masters Henry Knapp, Peter Beanston, Adolphus Cohn, and Miss Grace Wright. There were 35 pupils in the First Class. At the close of the School, Dec. 9, 1859, there were 129 pupils in the three Grammar Classes, and 109 in the Primary. Among the graduates for the High School, it is a pleasure to mention the names of Masters John and Richard Carroll. John Carroll graduated from the High School with high honors. He went to Yale College, but did not live to obtain his degree. He was a youth of rare promise.

Previous to 1860, it is impossible to obtain the full records of the Union Street School. Mr. Ahira Holmes was Principal in 1854–55. Mr. William Hamill was Principal in 1856–57; and Mr. Holmes, again, in 1858–59.

When Mr. Hamill was Principal, the following pupils were graduated for the High School:

Misses Esther A. Moore, Anna Rand, and Lizzie Overend.

Masters Hugh Farley, Jr., William A. Plunkett, James Fuller, Patrick O'Barry, Martin Fenton, Thomas Griffin, and Robert Newcomb. Total, 9.

Of this number, only two pupils, Patrick O'Barry and Miss Lizzie Overend, graduated from the High School. Miss Overend is now a teacher in the Department.

In 1858–59 there was an average daily attendance of 388 pupils and nine teachers. In January, 1860, Mr. Myrick entered upon his duties as Principal, where he has been every year since—nearly eight years. In 1860, the average daily attendance of pupils was 448. The names of the assistant teachers for that year are Miss Ellen Casey, Miss Lizzie Kennedy, Miss Kate Kennedy, Miss Hannah Marks, Miss Sarah F. Loring, Miss L. H. Morgan, Miss E. L. Comyns, Miss E. Turner, and Miss Laurilla Moore.

The following tables and compilations will explain the history of the Union Street School, from 1860 to 1867, inclusive:

NUMBER OF PUPILS.

For the month ending May 31, 1867, the official report gave the condition of the School as follows:

Whole No. of Boys enrolled	260
" " " Girls "	236
Total No. of Pupils	496
Percentage of Attendance	97
No. of Sittings in Building	504

For the month ending August 30, 1867, the official report gave the statistics of the First Class, as follows:

Whole number of Boys enrolled	24
" " " Girls "	25
Total number enrolled	49
Average number belonging	49
Average daily attendance	47
Percentage of attendance	96

GRADUATES FOR THE BOYS' AND GIRLS' HIGH SCHOOLS.

The following pupils, before graduating, were all subjected to a thorough written examination, according to the rules prescribed by the Hon. Board of Education. After they had obtained their Certificates, a majority of the pupils entered the High Schools, and remained there a shorter or a longer time, as suited the desires and circumstances of their parents. Of the whole number, however, only nine have graduated from the High Schools; seven girls, and two boys. There is no compulsory education in America; hence, it is evident that all systems of instruction must be adapted to the wants and necessities of the people.

FOR 1861.

Misses Nellie Leman, Mary E. Wyman,* Mary E. Weygant.
Masters Joshua Davis, William Dutton, John M'Carthy.

FOR 1862.

Masters James Bloomfield, William Carroll, Justus Miller, Siegmund Simon, Isadore Simon.

FOR 1863.

Misses Hannah Clarke, Sarah Miller, Jennie Plato, Frances Simon, Fannie Soule, Lizzie White, Carrie Younger, Emma Higgins.
Masters Isaiah Langstater, Joseph Mastick.

FOR 1864.

Misses Adrianna Beers, Josephine De Young, Sarah Taylor, Amelia Wells, Ella Morse, Abbie Haswell, Lizzie Capprise, Sarah Mayers, Mary Pracy, Sarah Ackerman,* Mary Thayer.
Masters James Carroll, John McNamara, John Neppert, Frederick Parcells, Edward Schenk, William Smith, George Sedgley, Robert Ferris, Frank Pillings, Charles Ackerman, Henry Steindler, Samuel Beaver, Philip Kramer, Joseph Butler.

FOR 1865.

Misses Mary Bridgewood, Anna Barclay,† Louisa Lacey, Jennie Stanford, Esther Solomon, Lizzie Wells, Pauline Wetzlar, Alice Weed.
Masters Henry Agnew, William Burke, Henry Coleman, Patrick Farrel, Louis Imhaus, Joseph Steckler, Willie Keightley.

FOR 1866.

Masters Thomas Barry, Jose Diaz, Benjamin Mayers, Joseph M'Parland, Edwin Mastick, Linwood Palmer, John Ryan, Simon Scheeline.

FOR 1867.

Misses Louise Chaigneau, Mary Foye, Cornelia Gerholdt, Emma Griffith, Hattie Granniss, Kate Green, Xenia Ingraham, Bessie Kirby, Belle Rieser, Julia Sichel, Mary Smith.
Masters John Agnew, Max Belau, John Campbell, John Farrell, Noah Friedburg, Abraham Myers, James Wright.

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*Married. †Dead.

Whole number of Girls	41
" " " Boys	46
Whole number of Pupils	87

PERCENTAGE OF GRADUATING CLASS OF 1866.

Simon Scheeline	.864	Per Cent.
Jose Diaz	.861	" "
Benjamin Mayers	.828	" "
Thomas Barry	.826	" "
Edwin Mastick	.815	" "
John Ryan	.811	" "
Linwood Palmer	.81	" "
Joseph M'Parland	.654	" "
Total average of Class	.808	" "
Per Cent. required for Certificate	.65	" "
Average in Arithmetic	.851	Per Cent.
" " Grammar	.846	" "
" " Geography	.85	" "
" " History	.785	" "
" " Reading	.80	" "
" " Spelling	.58	" "
" " Physiology	.93	" "

The examination was written. The questions were prepared by the Hon. Board of Education, or at their instance. It will be seen that every pupil, excepting one, obtained over 80 per cent. Comment is unnecessary.

PERCENTAGE OF GRADUATING CLASS OF 1867.

Abraham Myers	.844	Per Cent.
Noah Friedburg	.804	" "
John Farrell	.801	" "
Max Belau	.794	" "
John Agnew	.79	" "
James Wright	.78	" "
Belle Rieser	.774	" "
John Campbell	.746	" "
Julia Sichel	.741	" "
Cornelia Gerholdt	.701	" "
Kate Green	.691	" "
Mary Smith	.688	" "
Hattie Granniss	.681	" "
Mary Foye	.67	" "
Bessie Kirby	.628	" "
Emma Griffith	.608	" "
Xenia Ingraham	.603	" "
Louise Chaigneau	.587	" "
Total average of Class	.712	" "
Average of Girls	.67	" "
Average of Boys	.794	" "
Per Cent. required for Certificate	.65	" "

Those girls who did not obtain their certificates at first, have subsequent-

y been admitted to the Girls' High School, and they are now in full standing with the whole Class.

Whether girls should be required to endure the same ordeal in examination as boys, particularly in mathematical studies, is a grave and serious question, to be submitted to the Hon. Board of Education, for their future consideration and decision.

The Class was examined in the following studies:—Arithmetic, Grammar, Geography, History, Spelling, Analysis of Words, Physiology, Natural Philosophy, Composition, Penmanship, and Oral Instruction.

GRADUATES FOR THE STATE NORMAL SCHOOL.

The following pupils, who did not pass the examinations for the Girls' High School, were admitted to membership in the State Normal School, during the years 1861–2–3–4–5, inclusive:

Misses Anna Younger, Margaret Bevans, Mary Boyd, Nettie Doud, Ardelle Thorndike, Abby Carswell, Annie Gunn, Maggie Gunn, Mary Anderfuren. Total number, 9.

The following pupils left the Girls' High School for the State Normal School, for the purpose of pursuing a shorter course of instruction:

Misses Hannah Clarke, Sarah Miller, Frances Simon, Fannie Soule, Lizzie White, Adrianna Beers, Alice Weed. Total number, 7.

GRADUATES FROM THE HIGH SCHOOLS.

Misses Mary E. Weygant, Carrie Younger, Amelia Wells, Ella Morse, Abbie Haswell, Lizzie Capprise, Sarah Mayers.

Masters Frank Pillings, Henry Coleman. Total number, 9.

GRADUATES FROM THE STATE NORMAL SCHOOL.

Misses Sarah Miller, Frances Simon, Fannie Soule, Lizzie White, Adrianna Beers, Margaret Bevans, Nettie Doud. Total number, 7.

GRADUATES WHO ARE NOW TEACHERS.

Misses Carrie Younger, Amelia Wells, Ella Morse, Abbie Haswell, Lizzie Capprise, Sarah Mayers, Sarah Miller, Frances Simon, Fannie Soule, Lizzie White, Adrianna Beers, Anna Younger, Margaret Bevans, Nettie Doud, Grace Wright, Maggie Gunn. Total number, 16.

GRADUATES FOR HOME, OR FOR BUSINESS PURSUITS.

The graduates for the High Schools, or for the State Normal School, comprise only a minority of those pupils who complete the course of study required in a Grammar School. From 1860 to 1867, inclusive, there have been one hundred and forty (140) pupils of the First Class, whose parents did not desire to have them advanced in education beyond that obtainable in the Grammar School; or, if their parents were anxious to have them advance further, adverse circumstances prevented, and compelled their daughters to return to domestic life, and complete their education in household duties; while their sons were placed in some honorable business situation, where they could earn a competence for themselves. The number for each year is as follows:

	GIRLS.	BOYS.	TOTAL.
For 1860	5	4	9
" 1861	9	13	22
" 1862	6	18	24
" 1863	11	12	23
" 1864	5	9	14
" 1865	9	15	24
" 1866	10	6	16
" 1867	1	7	8
Whole number of Girls			56
" " " Boys			84
Total number of Pupils			140

The history of a public school is a description of society, of domestic life, and of active employment. Very few of the pupils that enter a Grammar School, ever pass to a High School; and, fewer yet, ever graduate from a High School. It is a fact to be noted, that of the fifty-six (56) girls enumerated above, twenty-six (26) have married and settled down in domestic life.

Of the eighty-four boys enumerated above, it may not be inappropriate to make some further mention. They may be found in the workshops, the offices, and the stores of the city. The names of those, that especially distinguished themselves, are as follows:

FOR 1860.

Masters Henry Hook, Daniel Leahy, William Packer, Charles Sturgeon.

FOR 1861.

Masters Peter Beanston, Rody O'Meara, Bernard O'Connor, Emile Dreyfous, William McCabe, James McGrath, Henry Williams, Clarence Nutting, George Scott, James Hammond, Louis Lyons, Elisha Higgins, Levi Solomon.

FOR 1862.

Masters Henry Barwald, Emil Kuh, Andrew M'Carty, George Beanston, John Cosgrove, Sem Galland, Alfred Overend, Homer Snediker, Peter M'Carty, William Leahy, Thomas Johnston, John McMahon, Charles Doud, William Macy, Robert Lowenberg, James Overend.

FOR 1863.

Masters Jeremiah Murphy, Patrick Flood, Henry Field, John Barry, Alexander Tibbey, William Sloan, James Burnham, Francis M'Farland, James Liddle, Edward Prairo.

FOR 1864.

Masters Henry M'Grade, Isaac Corson, Julius Schunhoff, James Ryan, Thomas Simmons, James Smith, Lindsey Cunningham, Zachary Merritt, Edward Lanigan.

FOR 1865.

Masters Andrew Gorman, Joseph Milbury, Alexander Summerfield, Michael M'Grath, Hermann Schaffner, John Lucas, George Trimble, James

Eddy, George Wright, Edward Attridge, James Rourke, Louis Cocks, Augustus Petitpierre, Lazarus Corson.

FOR 1866.

Masters William Anderfuren, Joseph Driscoll, William Carroll, Emile Imhaus, John Ferris, William Barry.

FOR 1867.

Masters David Mayers, Charles Parmley, Adolphus Tillman, Charles Kramer, John Gunn, Isaac Steindler.

Total number, 77. Number not mentioned, 7.

No mention has been made of those boys that were entirely indifferent to the great importance of youthful improvement. Their names will remain in silence, on the records of the School. It is to be hoped, that, in after years, they will make amends for the lost opportunities of their youth.

SUMMARY OF GRADUATION.

Number of Boys graduated for the High School from 1860 to 1867, inclusive	46
Number of Boys graduated from the High School, for the same time	2
Number of Girls graduated for the High School from 1860 to 1867, inclusive	41
Number of Girls graduated from the High School, for the same time	7
Number of Girls sent to the State Normal School, from 1860 to 1865, inclusive	9
Number of Girls who left the High School for the State Normal School	7
Number of Girls graduated from the State Normal School	7
Number of Boys of the classes of 1866–67, now in the High School	8
Number of Girls of the classes of 1866–67, now in the High School	7
Number of Girls of the class of 1867, now in the State Normal School	2
Whole number of Pupils, who were passed by their examination to the High Schools, from 1860 to 1867, inclusive	87
Whole number of Pupils graduated from the High Schools, for the same time	9
Whole number of Pupils now in the High Schools, to be graduated	15
Whole number of Pupils, who were not graduated for the High Schools, or for the State Normal School	140
Number of Girls, graduated for the High School, or for the State Normal School, who are now Teachers	16

MONTHLY ROLL OF HONOR.

Those pupils that obtain 90 per cent. in studies, and also 90 per cent. in deportment, each month, are entitled to have their names entered upon the Roll of Honor. The following is the list from July, 1866, to May, 1867, inclusive:

FEBRUARY 11, 1867.

	STUDIES.	DEPORTM'T.
Miss Louise Chaigneau	.95	.95
" Belle Rieser	.94	.96
" Julia Sichel	.89¾	.96

MARCH 11, 1867.

" Louise Chaigneau	.94	.96

APRIL 15, 1867.

" Louise Chaigneau	.99	.97

A COMMERCIAL CLASS WANTED.

The following article, written by Hon. John Swett, State Superintendent, is taken from a late number of the "California Teacher:"

WHAT IS WANTED.—Since the organization of the Cosmopolitan Schools in this city, and the establishment of a Boys' High School, a Girls' High School, and a Latin School, the public schools have, to a great extent, met the wants of the people. But the system is not yet complete. Not one-half of the boys who graduate from the Grammar Schools, enter the High School; and, of those who do enter, not one-half can remain long enough to graduate. Many boys are obliged to enter shops or to learn trades, soon after leaving the Grammar Schools.

A COMMERCIAL COLLEGE CLASS ought to be opened, from which, at the end of six months after graduating from a Grammar School, a boy could graduate with a fair knowledge of accounts and of commercial arithmetic. The success of two "Business Colleges" in this city, is good evidence of this want of the people. Will the Board of Education give the subject a fair consideration? It is true, in the Boys' High School, there is a commercial course, but it is available only to those who can go through a three years' course. The poor boys who begin early to fight their way in the world, by earning their own living, demand that a commercial class shall be opened, in which they can receive the business instruction which now costs, in the private institutions, from seventy-five to one hundred and fifty dollars. It would prove, in a year, the most popular branch of the Common Schools. If a Latin School is necessary for the higher education of forty or fifty boys, surely a department of this kind, for the boys who must begin at the age of fifteen to earn their own living, ought not to be denied. The only wonder is that the schools could have existed so long without it. In a commercial city, with business men on the Board of Education, with the fact that half the boys from the Grammar Schools enter at once into clerkships and trades, staring them in the face, if they opened their eyes, why is it that something has not been done? We have neither time nor space to enlarge on this subject as we desire, but we intend to follow it up until something is done. Will not Mr. Nichols and Mr. Cornwall take some time to consider the question? Ask Mr. Myrick, of the Union School, where the boys are who graduated from his school, what trades they are learning, what clerkships they are filling, and what they ought to have learned in the public school to fully fit them for the places which they fill.

THE

SCHOOL SCANDAL

OF

San Francisco.

Being an Account of the Proceedings held before the Investigating Committee of the Board of Education, and subsequently before the same Body sitting jointly with the Finance Committee of the Board of Supervisors.

IN TWO PARTS—

THE BOARD OF EDUCATION:

A Condensation.

THE FINANCE COMMITTEE:

A Full Report.

TOGETHER WITH

An Introduction and a Complete Index.

SAN FRANCISCO NEWS COMPANY.
No. 413 Washington Street.
1878.

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204 Sansome St S F

Through the Dark Continent;

OR,

THE SOURCES OF THE NILE.

AROUND THE GREAT LAKES OF EQUATORIAL AFRICA,

AND

DOWN THE LIVINGSTONE RIVER TO THE ATLANTIC OCEAN.

By HENRY M. STANLEY.

WITH 10 MAPS AND 149 ILLUSTRATIONS.

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INTRODUCTION.

For several years rumors of corruption in the issue of teachers' certificates have been prevalent. It has been asserted that certificates of all grades were often granted without examination, and particularly that examination questions were extensively bought and sold just prior to the examinations for which these same questions were to be used. The statements had become so common when E. S. Carr entered the State Superintendency that he determined, in conjunction with John Swett, the retiring Superintendent, whom he appointed on the State Board of Examination, to put an end to the rumors by making it impossible to obtain the questions. Accordingly, they had the questions printed at a number of private printing offices in San Francisco, instead of at the State Printer's, in Sacramento, and at their own expense. It was found that, despite these precautions, the leak still continued. Mr. Swett then resigned from the Board, and K. W. Brier, of Sacramento, was appointed in his stead.

The Superintendent now determined to take still greater precautions. He accordingly, at his own expense, procured a "papyrograph," and for the past two years either he or Mrs. Carr (his Deputy Superintendent) has printed the questions.

The *modus operandi* is about as follows: The State Board of Examination now consists of Mrs. Jeanne C. Carr, A. H. Randell, Kirke W. Brier, Mary J. Watson, and Mary E. Michener. To each of these is assigned one or more subjects. They prepare questions on the branches assigned them, and transmit them to Mrs. Carr. Their questions may be accepted as sent, or modified, or entirely changed.

These questions, as sent, or as changed by the State Superintendent or his deputy, are then "papyrographed, (*i. e.*, fac simile copies are made on a copying press, by means of a process and apparatus known as the "papyrograph") are securely fastened together by eyelets, difficult, though not impossible, to unfasten, and are then sent to the different city and county superintendents of the State, with explicit directions to open only on the morning of the examination and before the County Board.

But all these precautions have evidently been in vain. According to law, on Wednesday, November 27th, the county and city boards of the State met to hold the regular semi-annual examination. The papyrographed papers had, as usual, been transmitted from the State office, and the examination proceeded through Wednesday and was then adjourned till Friday, Thursday (Thanksgiving Day) being a legal holiday. On Thursday evening the San Francisco *Evening Bulletin*, a paper of wide circulation, published the questions of the succeeding day, with a prefatory statement that said questions had been obtained by the city editor, under a fictitious name, and for the purpose of testing the truth of the rumors so generally prevalent—that examination questions could be had just before examinations by any one willing to pay for them. On Friday, November 29th, all the morning papers contained the questions, and when the applicants for certificates in San Francisco met at Lincoln Hall, they were notified that there would be no

further examinations, and were dismissed. In the meantime, the State Superintendent was telegraphed to, and upon consultation with the Attorney-General, he notified the City Board of San Francisco, as well as the different County Boards, that the examination would be postponed until December 11th.

A special meeting of the San Francisco Board of Education was called for Friday, November 29th; an investigation was ordered, and a committee of five, consisting of John W. Taylor, Chairman, and Messrs. Sullivan, Bacon, Laven, and Mountain, was appointed. This committee immediately subpœnaed witnesses, and a condition of affairs was soon divulged which has struck with astonishment and shame the people of San Francisco. It was proved that examination questions have been, for years, a matter of traffic; that two hundred dollars has been the usual price exacted; that a person, derisively termed "the thirteenth member of the Board," has made a regular business of selling the questions; and that a prominent grammar school principal has been his main coadjutor.

As the Board of Education has no power to punish defaulting or reluctant witnesses, it was decided, after some time, to request the aid of the Finance Committee of the Board of Supervisors, which possesses that power. This was done. The Board at first declined, but on a second application acceded to the request. Charges were, *pro forma*, preferred against the President of the Board of Education and the Superintendent of the San Francisco schools of illegally issuing certificates to teachers. The investigation in this form was resumed on the 18th of December. Inasmuch as these proceedings only have much importance, we have given a full report only of them. (See page 12.) The proceedings before the Board of Education, in a condensed form, were as follows.

THE BOARD OF EDUCATION.

E. S. CARR, JR.,

Son of the State Superintendent, was the first witness. He testified regarding the details of printing and mailing the questions as given in the Introduction, stating the number printed as 59.

J. P. O'BRIEN

Testified that John A. Moore, who was giving witness' daughter lessons in arithmetic, told him that the lessons were all humbug, and that if the questions were not purchased his daughter could not pass. After several conversations Moore finally told the witness that he could show him how the questions were to be had. Afterwards a lady called on witness, accompanied by a man. She offered to sell him the questions for $100, but witness refused to purchase them at any price. Witness was confident Mr. Moore had sent the parties to him.

DEPUTY SUPERINTENDENT STONE

Explained the condition of the examination papers when received at the School Superintendent's office, and the manner in which they were subsequently kept.

SUPERINTENDENT MANN

Testified as to the condition of the papers when received from Deputy Stone, and expressed his belief that they had not been tampered with. At a former examination at Sacramento a candidate was detected in receiving the questions a day beforehand from San Francisco. He also knew of other instances of the kind, and said the air had been thick with rumors of them.

PROFESSOR HERBST,

A member of the Board of Examiners, testified that the examination papers had not been tampered with when he received them. He had heard indistinct rumors that questions could be bought.

JOSEPH O'CONNOR,

Also one of the Examiners, testified to having heard various rumors, more or less creditable, as to the papers being circulated.

C. M. CLINTON,

Secretary of the Board of Examiners, testified that one year ago Miss Mary E. Collins, a teacher in the Lincoln Primary School, told witness that Mr. Ewald offered to sell her the questions; that she indignantly refused, but first inquired the price. [Laughter.] The price was $200. He informed the Board of Examiners, and by their request wrote to State Superintendent Carr about the matter. Professor Carr replied, asking for affidavits, which Mr. Clinton was unable to furnish him, and the matter dropped.

CONFESSION OF JOHN A. MOORE.

John A. Moore, Principal of the Eighth-street Grammar School, was called, and said: My first acquaintance with procuring examination questions was in 1865, I think. Two ladies brought the questions to me, and asked me to answer the questions. Neither is now in the School Department. I answered the questions for them. My first transaction with Ewald was in 1874 or 1875. One night he overtook me, and walked up Market street with me. He remarked that I had two daughters in the High School, and asked why I did not have them pass the examination and get certificates. I became interested and encouraged him to speak, wishing to know what truth there was in the rumors about the papers. He at last offered to sell me the papers for $200. I refused to give this amount unless he offered to let me have them for $100 down, and $100 when the girls had earned the money. He gave me the questions and received the $100. From that time to the present this procuring examination questions has become a common thing. Women have frequently come to me for assistance, and the matter has become so common that I thought nothing of it. I made application to a young lady, who was the broker, for the papers. Her name is Miss Mary Nagle, 2221 Pacific avenue. I told her that some one wanted the papers, but that I did not want to have anything to do with it. I gave her the money, I think $100 cash. She knew the man who was to obtain the papers. But she did not get the papers then, and I gave back the $100. She did not get the $100 that she paid out, the man who received it stating that if he demanded the money back, the parties in Sacramento who furnished the papers would charge more for them next time. I wish to say here that I believe good students, who are fitted to become good teachers, are unable to pass these examinations, on account of certain catch questions. The regular market price for papers is $200. Miss Mary Nagle acted as broker this last time. Ewald pretended that he got his papers from the Superintendent's office in Sacramento. The first set of questions of the last examination I got last Sunday. It was not an uncommon thing for candidates to get papers in advance. It seemed to be a matter of common report.

Mr. Taylor—Have you any idea to what extent this business has been carried on?

Mr. Moore—Well, I shouldn't want to open an intelligence office on the subject, or publish a directory.

TESTIMONY OF TALIESIN EVANS.

Mr. Taylor—The next witness will be Taliesin Evans, city editor of the *Bulletin*. We are indebted to the *Bulletin*. It has done us a great good in exposing these bad transactions, and I hope Mr. Evans will tell us all he knows concerning them.

Mr. Evans was then sworn and gave the following testimony: The information that I am at liberty to give to this Committee is somewhat meager. I will first submit the following letter, which is addressed to "Mr. R. Goodfellow, Post-office, San Francisco." We had been informed that such a letter was in the office, that the name was a fictitious one. It contains a list of questions for Wednesday's examinations. After an explanation the Postmaster surrendered the letter to a reporter on Thursday morning. He carried it to the *Bulletin* office, where I opened it in the presence of two other persons. [Letter produced and handed to the Chairman. The letter bears the postmark, "San Francisco, November 26th."]

Mr. Evans, continuing.—The information which we received was given under a pledge not to reveal the name of the party who gave it, because there was another party—innocent—who was involved. The party furnishing the information permitted us to copy the questions for Friday and Saturday. The party making the purchase told my informant, while the negotiations were pending, that if the questions could not be obtained from Cleary, they could be

bought from Wade, Assistant Secretary of tha Board of Education. After they were purchased, the party making the purchase denied having obtained them from either Cleary or Wade. How they were obtained I do not know, but I was told by my informant that $200 was paid for them. Another person had previously offered the questions, he said, for $200. His name, I was told, was Thomas P. Cleary, formerly of No. 152 New Montgomery street. This same party also told me that about 200 sets had been sold, at from $150 to $200 each, from $40,000 to $50,000 being paid in all. I have no further light to throw upon the subject.

An unsuccessful effort was made to compel the witness to divulge the name of his informant.

A. C. HIESTER,

President of the Board of Education, testified to having received several letters signed by "One Who Knows," in which George S. Wade, Assistant Secretary of the Board of Education, was accused of selling questions.

C. J. PRESCOTT,

Testified to having bought a set of questions from John A. Moore, Principal of the Eighth-street Grammar School, for $200; that the purchase was made at the suggestion of Superintendent Mann, for the purpose of establishing Moore's connection with the sale of papers.

MISS COLLINS

Testified to having been given the questions by Mr. Ewald a week before the examination; but that she refused to use them, and two days afterwards returned them to him.

MR. WADE,

Assistant Secretary of the Board of Education, denied having had anything to do with the procuring or sale of examination papers.

MISS KATE NAGLE

Read a statement to the Committee, in which she denied having purchased the questions from Mr. Moore.

MISS CELIA DALY

Confessed to having purchased questions from Mr. Moore, and through their assistance passed a successful examination, and obtained a first-grade certificate.

THEODORE BRADLEY,

A former Principal of the Boys' High School, testified that, owing to certain questions being submitted to him by Professor Herbst, now Principal of the South Cosmopolitan Grammar School, before that gentleman passed the examination at which he got his certificate, and a confession made by that gentleman after the examination to the effect that the questions put by the Examiners were the same as those which he (Bradley) had helped him (Herbst) a few days previously to solve, he (Bradley) was led to believe that Herbst had a set of questions in his possession in advance of the examination, and owed his success to that fact.

Professor Herbst subsequently stated that the question referred to by Mr. Bradley was a mere accident, liable to occur at any examination; that he never had either prepared or sold examination papers.

MISS ANNIE MCNICOLL

Testified that she had opened negotiations with Thomas P. Cleary for the questions, agreeing to pay $200 for a set, and that Mrs. Cleary had visited her house on the same business, but that the negotiations were broken off because the questions were not supplied to her in time.

MRS. T. P. CLEARY

Testified that she had visited Miss McNicoll for the purpose of negotiating the sale of the questions.

MRS. TRASK

Testified that Mrs. Cleary had tried to persuade her daughter—Miss Trask—to buy a set of questions on shares with another young lady for $125 or $150.

MISS MARY NAGLE

Was identified by P. J. O'Brien as the young lady who had called at his house, offering a set of questions for $100.

JOHN SWETT,

Principal of the Girls' High School, testified to the suspicions that had repeatedly rested on Marin and San Mateo counties as localities where the questions for examinations were purchasable, and teachers' certificates obtainable for money.

CHARLES E. GIBBS,

An attorney, testified to having been entrusted with a bill at one time to collect from Miss Mary A. Kennedy, a teacher in San Mateo County, which bill, has subsequently learned, represented the amount due Edward Ewald for teachers' examination papers.

THOMAS P. CLEARY

Testified as follows, refusing to take the oath: I know John A. Moore. First met him at his schoolhouse when my children were sent there to school. I do not know Edward Ewald. I have never had what might be called a business transaction with Mr. Moore. The only dealings I have had with him have been to give him cigars. [Laughter.] I have seen him about twenty times since I knew him. On November 26th last, I was to meet a person on Market street, at noon, for the purpose of telling her where she could get the questions. This person whom I was to meet was Miss McNicoll. She was to pay $200. I do not know the name of the lady from whom these papers were to be obtained. The first time I got mixed up in this business was last March. At that time a man named Collins came into my shop. He said he wanted to get a set of questions for a lady who was going into that examination. He said that a party would give $100 for papers, and he wished me to go with him and see this party for him, as he did not wish to be known in it. We went down Brannan or Bryant street, near Eighth, where we stopped at a little cottage. I went into the house and said to the occupant, J. P. O'Brien, that I understood that he had the questions, and I was willing to pay one-half the cost if I could get them. He said that he had been offered the papers for $100, but had thought this too much. I told him that I would give him $50 if he could get them. He said that he could not get them then.

[The witness went on to state that a lady called at his shop afterwards, and offered him the questions for $200. After some haggling, he agreed to pay this sum. She stated, however, that they were not yet ready.]

Soon after a boy came to my shop with a note, which stated that the papers were not out then, but would be ready in eight or ten days. The note was signed "Nagle," and the initials corresponded with those of a lawyer on Merchant street.

[The witness was here permitted to consult a Directory of 1876, to which he had referred at the time, and he identified the name of Peter B. Nagle as the one which corresponded with the signature to the note.]

This note came and I read it to Miss McNicoll, who came in the store with the money.

[The witness testified at great length. As the testimony is of no importance unsupported by an oath, we will omit the remainder.]

S. M. AUGUSTINE

Was sworn and testified: I am Superintendent of Schools in Marin County, and have been a member of the Board of Examiners for that county for the past three years. The witness then read the following statement, which he informed the Committee he had prepared before he knew he was to testify: In December, 1875, four young ladies came from San Francisco to San Rafael to be examined, and there was a great similarity in their answers to the questions. In one case the examiner wrongly stated the question, and all but four worked it out as stated; the four gave an answer to the question properly stated. The result was that the County Board threw out the papers of all four on the ground of suspected fraud. In December, 1877, a number of ladies from

San Francisco applied for examination. Ton of these were rejected by the County Board, on account of evidence of fraud exhibited by the papcrs. In some cases the work was wrong, but was followed by correct answers. A letter to the State Board, was signed by all the members of the County Board, notifying them that the ten sets of papers were retained on account of fraud. I also wrote a private letter to Mr. Carr, that there might be no mistake. We received no reply. Some time afterward the County Superintendent of Marin County, Saunders, who is now dead, received a letter instructing him to forward the papcrs to tho Stato Board, and afterwards auother, notifying him that seven out of thc ten had been rejected, and the remaining three had been accepted. Miss Liugo, one of these three young ladies, subsequeutly told me that she had been attending Professor Anderson's normal class, and knew of several applicants in Mariu Couuty other than the ten who had access to the questions before the examination began. She also said that her certificate was obtained on account of her kuowledge of irregularitics, and she had heen offered a position at $80 per month if she would tell all she kuew. For ten years parties from San Francisco have come to Sau Rafael for examinatious. The ten names of the parties rejected I would like to give privately to the Committee. One of the ladies received her certificate, by intercession of friends, among whom was Professor Anderson.

After some discussion, it was decided that the witness should disclose publicly the names of the teu young ladics whose papers were refused on account of fraud. The wituess accordingly read off tho followiug: Gertrude Dietz, Bertha Lingo, E. W. Hawley, Belle Garness, Stella Barcroft, Miss Hattie M. Littlo (Oakland), Jeuuie S. Merritt, Miss Minnie Foster, Charlotte E. Danielwitz, Frances Schwab. [All except Miss Little were from San Francisco.]

To Mr. Taylor—This was in the December examination of 1877. Of the four who were rejected in 1875, I can only remember that the names of two were Marchant. These ten names given were rejected in consequence of the similarity of their answers to the questious. I think Misses Lingo, Merritt and Garness were subsequently given county certificates, which I refused to sigu. Three of the ten also got State certificates, but Miss Lingo is the only one I remember.

Mrs. Carr, Dcputy Superintendent, wrote the letter making the formal demand for the examinatiou papers of these rejected candidates. She afterward sent notice that seven had been rejected.

To Mr. Sullivan—The County Clerk of Marin County told me that Mr. Ewald was in the habit of frequenting the examination there, and a gentleman formerly a member of the Board of Examiuers there also informed me that a man, whom I have since learned was Mr. Ewald, was iu the habit of frequenting the examinations there and making himself disagreeable by offering the Examiners cigars.

The witness theu handed the Committee a list of the names of citizens of San Rafael who, he stated, had informed him of their having knowledge that the questions had been circulated prior to the examinations.

To Mr. Taylor—Prior to the last examination a young man named Willett from Mendocino came to me and asked me to afford him unusual facilities for passing the examination. He had recently come from the East, he said. He did not offer coin directly. There was a young lady who told me she was willing to sacrifice $50 to get the papers, but she afterward declared it to have been a joke. A Mrs. Ashton, a teacher in a private school of San Rafael, told me that one of Professor Anderson's pupils had informed her that tho papers could be obtained through Professor Andersou.

Here a comparison of the record of the Board of Examiners with Miss Bertha Lingo's certificate issued by the Stato Board was made. It showed that she was awarded only 72 credits in Written Grammar, 45 in History of the United States, and 44 in Natural History, when the record of tho Board of Examiuers of Marin County credited her with 87 per cent. for Written Grammar, 42 for History of the United States, and 49 for Natural History. In all other studies tho credits on the record and the certificate agreed.

TESTIMONY OF MRS. ZIEGENHIRT.

The following was the testimony of Mrs. K. Ziegenhirt, taken at her residence, No. 419 Hyde street:

Mr. Taylor—We heard that Miss Mary Kennedy had obtained her certificate by paying money for it, and that you knew something about it. Will you please relate what you know about it?

A.—Miss Kennedy bought her certificate. She paid $100 for it. I have seen the money and I negotiated for tho loan of it. She borrowed it from the gentleman here in this house, Henry Lapsley. He is collector for Falkner, Bell & Co. She was to pay this money for the questions. She got them twice—he got her the questions twice. On the first questions she only got a second grade. She was terribly enraged that she only got a second, but he promised her that the next examination she should go in, and she went in the first grade. She went in tho 5th of December, 1877, and she got a first grade then. Mr. Ewald brought the questions to her. Mr. Lapsley loaned her the money. She was sitting around here crying, and she and Mr. Lapsley were not on speaking terms, and she asked me if I could get the money, and I said "No." I hadn't it, and she asked if I thought any one around the house would have it. I said I didn't know of any one unless it was Mr. Lapsley, that he always had money by him. "Well," she says, "you know I don't speak to him." Lapsley wanted to make up with her. He said: "What is the matter with her?" "Well," I said, "Ewald wants the money, aud the time is so near that she thinks she wont have time to solve them out." He says: "It is all for $100. It seems too bad, the poor girl crying and fretting around here for $100 and cannot get it." Then he said he would give it to her. I told him he could do as he pleased. This was Saturday eveniug. I went down towu, and when I came back she had $100. She showed me five $20 pieces. She did not tell me where the money came from. She denied that Lapsley gave it to her, but he owned up to it. On the following Monday, when I charged her with takiug the mouey from Lapsley, she said, "Yes." On Monday Ewald came and got the money. He spent whole days here. He would come here and eat and take his lunch here, and eat like three men. She would come to me and say, "He is down stairs; he wont go down unless he knows who is down there. He don't waut to be seen here." "Well," I would reply, "Mr. Ziegenhirt is here," and then he would go down and stuff himself full. "Miss Kennedy," I would say, "I should think you would be disgusted with that man." "Well," she would reply, "I have got to keep in with him, and when I have the questions he can go to the devil." [The use of this language is denied by Miss Kennedy.—Ed.] She had the questions three or four days before the examination. He brought them here at about ten o'clock at night. He gave them to her, and they sat in the parlor a long time and whispered. The questions were on tissue paper. The writing seemed to be with a lead-pencil. She sat up in my room till about three o'clock in the morning, working the questions. This was at the last examination. The former one was in September. The Dietz's, over on Fulton street, recommended her to Ewald. She used to go there to study and they came here. They helped her. She said he got her the questions and got her the certificate also, but she was not in the department at that time. She said: "You see that the Dietz's were so poor before they fell in with Ewald. Gertie was a poor little dressmaker, but since she got in with this Ewald—why, I tell you he is the man." Miss Dietz is not now in the Deparmcnt.

MISS MARY A. KENNEDY

Gave the following testimony: I passed an examiuation and got a seeond-grade certificate in September, 1877. Previous to that, a year ago last March, I received a second-grade certificate. Then I was introduced to Mr. Ewald by Ferdinand Deitz. I never had had tho questions then. I received those two certificates on my own ability and through study. I had no intention then of trying for a first-

grade certificate. I wanted to get a school here in San Francisco. I had no friends. I mentioned to Mr. Dietz that I was going to try to get a place to teach here, and he offered to introduce me to a very influential man who had secured a position for his sister. He said the man was Mr. Ewald. It was before September, 1877, that I became acquainted with him. He then promised that he would get me a school in the Department. I do not know whether he tried or not. He did not say anything about questions then. He came to me before his taxes were due and he told me that for $100 he would get me the position. I told him I expected to pay for whatever he did for me. I was to pay him $300 if I should get the school. This was when I had the second-grade certificate. Afterward he came to see me, and said, "Why not get a first-grade certificate?" I replied, "I cannot; I have tried and I have studied." This was previous to the December, 1877, examination. Then Ewald said, "If you should get into the Department here, and had a first-grade certificate, you would have a better salary." The first intimation I had that he had the questions was, "If you give me $100 I will get you the questions." I gave him the $100 and got the questions. This was about one month before the examination, and almost two weeks afterwards he brought me the questions. He gave me to understand that he got them directly from Mr. Carr, from the Superintendent's office, and he had a man up there to bring him the questions. He wanted I should go up to San Rafael, as he had a set of lambs, as he called them, going up there. He said their names were Charlotte Ciprico, Frances Schwab, and Gerty Dietz. He said Mr. Saunders, of Marin County, would shield us in the examination. I said no; I had my questions and paid for them; I had them then and used them. Ewald promised to have the algebra and arithmetic worked out for me. He got angry at me and didn't do so. I took the questions to the Pacific Business College and paid $5 for having them worked out. Mr. Saunders was brought down here previous to the examination, and introduced to us all, so that he could know us in the examination, and he was to furnish us with paper in the examination, and we were to copy it outside, and when we were to get in we were to substitute this paper. He came out to Gerty Dietz's house. Mr. Ewald was present, Miss Dietz, Frances Schwab, a gentleman friend of Miss Gerty Dietz, her brothers and myself were present. Mr. Ewald brought me to the house. We talked perfectly free, and we were laughing about the manner it was conducted. It was understood we were all to go up there, but I didn't want to go in a crowd. In the examination here in San Francisco I knew there were lots of girls had the questions. There was a girl that sat next to me who took a paper out of her pocket and told me how to spell a word. Her name was Ida Wolf. Before the examination she asked me the answer to the question "Where is the Isle of Man?" which was afterwards given out in the examination. I did not see any others in the examination. I received the questions at 12 o'clock at night. I was in bed when Mr. Ewald called and rung the bell. The questions were written on fine tissue paper. Ewald wrote me to have them at the house. We could write out five or six copies at a time—this was fine tissue paper that you put black paper between. I don't know whether it was manifold. The writing was very heavy. [Here a copy of questions was handed the witness.] Yes, that is it, only the writing of mine was heavier, and I don't think the handwriting was the same. Ewald told me that there was no manner in which the examinations could be conducted so that he could not get the questions. He said there were teachers in the schools that didn't know the backs of their hands. He told me to swear point-blank that I never had the questions. That my "no" was as good as anybody else's "yes," and he sent word a few days ago to put me on my guard in this investigation. Mr. Lapsley sent Ferdinand Dietz up there with a note. I have attended Professor Anderson's classes. While I was there I never saw anything to make me think the questions were obtained there. After I passed my examination and obtained my certificate, I did not see Mr. Ewald for four or five months. He accused me of selling the questions. I sold them to no one. I gave them to Miss Stevens. It was a case of starvation; the girl had neither father nor mother, nor any one to help her. I don't know whether Ewald gave them to Miss Woolf or not. He told me that he gave them to the Deans, that they were to go up to San Rafael. Katie Dean went into the examination when I did. Those that went to San Rafael got first-grade certificates, I think, and I have heard that one of the examiners there, Mr. Augustine, thought there was something wrong, and Mr. Ewald went to Sacramento, and he returned, and they all got first grades. He did not mention any names about getting the questions from Sacramento, nor did he tell me the man, but he gave me to understand that he got them directly from Superintendent Carr's office. Mr. Ewald mentioned a good many principals that obtained their places in that way. He said that if I failed he could go to Sacramento and get me a certificate, and that his influence with the Board of Examiners was so great that they would not dare say anything.

MRS. H. M. BLACK,

Née Ciprico, denied that her family were concerned in the question traffic.

ELLA N. CIPRICO

Testified that she had never had access to the questions. Has known Ewald since childhood.

EVA CIPRICO

Testified that she had never seen the questions prior to examination. Knows Ewald.

MRS. CHARLOTTE DANIELWITZ,

Née Ciprico, denied that she had access to the questions, or that there was collusion at the San Rafael examination. Has known Ewald for many years.

ISADORE DANIELWITZ,

Husband of the preceding witness, denied the assertions of S. M. Augustine regarding his wife's obtaining a certificate by fraudulent means.

CHARLES A. CLINTON,

Assistant Secretary of the Board of Education, was next called, and said: In September, 1877, Mrs. Theresa Sullivan attended that examination, but got only 72 7-10 per cent. The percentage being too low for even a third-grade certificate, I did not think it necessary to send the papers to Sacramento. It was the custom to withhold the papers of those candidates whose percentage was too low to entitle them to a certificate. But upon the demand of Mrs. Sullivan, I forwarded her papers to Sacramento, and received the following letter in reply:

SACRAMENTO, September 22nd, 1877.

DEAR SIR: The papers of Mrs. Sullivan are received. The first page of each set of examination questions is explicit on the subject referred to in your letter. "Report to the State Board *all* the names and papers of applicants for State certificates as soon as practicable."

Please send *all* the papers not already sent immediately, and oblige, yours truly,

E. S. CARR,
By MRS. CARR.

P. S.—Without intending to criticise the very proper markings of the City Board, the State Board are unanimous in thinking it an act of justice to an old and faithful teacher to raise her credits sufficiently to enable her in due time to obtain a life diploma. E. S. C.

A first-grade certificate was granted to Mrs. Sullivan by the State Board.

THE LAST WEEK.

The Relations between Moore and the Nagles—Letter from Miss Mary Nagle to John A. Moore—Correspondence of Mary Kennedy and Ferd'd Dietz—Letter from the Marin County School Superintendent.

The principal points elicited during the last week of the first examination are as follows:

MISS MARY NAGLE.

Miss Mary Nagle was brought before the committee, and after the oath had been administered was examined as to the part she had played in the matter of peddling the questioos. She admitted that she had visited the house of P. J. O'Brien for the purpose of offering him a set of questions, at the request of John A. Moore, who was at that time a warm friend of the family. On other matters the witness either positively refused to answer or professed utter ignorance. It developed during the examination of the witness that a letter had been received by Moore from her signed with the fictitious name of "Mrs. Wilson." She finally confessed that she had written such a letter, after which the following scene took place:

THE MRS. WILSON LETTER PRODUCED—A REMARKABLE SCENE.

Mr. Taylor—Now, what did that letter to Mr. Moore, signed "Mrs. Wilson" contain?

Miss Nagle—I did oot tell him anything.

Mr. Taylor—What did you say?

Miss Nagle—I don't remember.

Mr. Taylor—Did you oegin that letter John Smith, or Mr. Moore, or what?

Miss Nagle—I began it Mr. Moore. I don't know what he wanted it for.

Mr. Taylor, (reading)—"I hope you will not be foolish enough to expose me in this affair, if you know what's best for you." Do you remember writing that?

Miss Nagle—I don't know whether I wrote it or not.

Mr. Taylor—Do you swear you did not?

Miss Nagle—I don't remember. Let me look at it.

Here the letter was handed to Miss Nagle. She took one look at it and instantly began tearing it into pieces. The Chairman and several others started up, remonstrating, and for a few moments the scene was intensely exciting. Director Bacon, who was nearest the witness, seized her hands to prevent her from tearing the paper into smaller pieces, and after a short struggle wrested the fragments by force from her. As she gave them up she remarked, "There's nothing in it, any way." [Sensation.]

CONTENTS OF THE WILSON LETTER.

The following is a copy of the letter from Miss Nagle to Mr. Moore, and which was signed Mrs. Wilson:

MR. MOORE: I hope you will not be foolish enough to expose me in this affair, if you know what is best. When you go before the Investigating Committee to-night, swear that you do not know the woman you sent to O'B.; she came to you on the previous examination, and you told her that you did not care to engage in such business, and that O'B. had been annoying you for a long time about the questions, and you put him off from time to time. So when he came to this March examination, you told him about the woman as a matter of pleasantry, as you have already stated to the *Chronicle* reporter, and sure enough, this person called again, *veiled as before*, and asked you again to take them. You told her then of O'B., and told her that she must not trouble you any more; that it was *useless*; you did not believe such a thing could be done. She then went to O'B., as you were informed by him afterward, and that is all you know of the affair; that ois daughter did not study with you after that, etc. Any other thing you care to say about her; say she was smart, and there was no use of her father procuring them for her, as you told him to praise her to the sky. In haste,

MRS. WILSON, from Oakland.

P S.—Remember you don't know who I am and you never saw me since. If you cannot understand the sense of this, come over and call; we will fix it up, only don't implicate me. By speaking of O'B., speak of her as being smart, and laud her to the sky; you will win O'B. on your side. He is an old fool, and all he wants is praise, so give him a good dose

A LETTER FROM MISS KENNEDY TO MR. TAYLOR.

Here Miss Nagle again complained of being tired, and was excused from giving further testimouy.

Mr. Taylor—I will state that I have received some papers to-day bearing on this case. I wish also to say that Miss Kennedy, whose testimony was read here last night, did not refuse to come with us, as has been said by some of the papers, but came willingly and testified freely. She has also sent the following communicatioos here to-night.

The Secretary, Mr. Beanston, then read the following:

VAN WINKLE'S RANCH.

J. W. Taylor, Esq.—DEAR SIR: Enclosed you find the original letter and affidavit received by me from Mr. Deitz, dictated by Mr. Ewald, through Mr. Lapsley. Have I not had trouble enough without this man Ewald asking me to perjure myself. He took the last dollar I had. I owe him nothing, and he must save himself without any assistance from me. I am only *one* girl out of many, I think, that he has made rake and scrape together every dollar they could to give him, for after the first dollar was paid there was no retreat except through the exposure that, thank God, has come at last. You will see that they confirm my statemeot as to the first two certificates being obtained through my own merit, in saying "All certificates he or she may have earned honestly before," etc. I have read the evidence of Mrs. Zeigenhirt, and wish to deny that I ever made use of the language as, "When I have got the questions he can go to the devil, the old Jew." I can bring the testimony of the family with whom I have been boarding during my eight months' teaching here, to prove that I am not in the habit of using such expressions at any time. In justice to me, I request you as a gentleman (more especially as you are cognizant of the facts) to explain to the committee that the statement published in the *Bulletin*, that I left my home on Tuesday last, and in any way objected to going before the Committee, or that I was discovered after the train left Townsend street, is an error. I am glad to comply with Mr Deitz's request in sending the affidavit to you without the desired signature. The mention of the name in the letter of my kind friend, Mr. Maynard, I am convinced was done to deceive me, as I am well aware that he is too honorable and highminded a man to be a party to an affair so disgusting in detail, and I positively assert that when he requested the gentleman of the Board to assist me, he didn't know, or suspect even, that I obtained questioos, and I make this assertion in behalf of any person or persons who have asked assistance for me from the Board lately. With respect,

MARY A. KENNEDY.

SAN MATEO COUNTY, December 11, 1878.

DIETZ'S LETTER TO MISS KENNEDY.

The following is the letter written by Ferdinand Dietz to Miss Kennedy, and sent by the latter, enclosed in her letter, to Mr. Taylor:

SAN FRANCISCO, December 8, 1878.

DEAR MAY: I send you the testimony of Gibbs, in the great public school scandal, about having the examination questions in advance, and paying people money for getting positions.

If you ever intend to get a position in this city, and I think your chances are good since the Board

is under the new *regime*, and Mr. Maynard's friends are now in power, you must clear your skirts and send the following affidavit to Mr. Taylor, Chairman of the Committee, because anybody who admits ever having the questions in advance will be disgraced, and all certificates she or he may have earned honestly before will be taken away from them, and if any person ever makes an offer to anybody paying money for a position, and admits it, he or she has no chance of getting a position in this State. Yours, truly,

FERD.

SAN MATEO COUNTY, Cal., December, 1878—I have read the statement of Charles E. Gibbs, and pronounce it false. I never got a position through Mr. Ewald, nor did I pay him any money, or promise to pay him any money in the future. Sometime ago this man Gibbs sent me a blackmailing letter, stating that if I did not pay my bill he would make trouble for me, and I sent his letter to Ewald, and I guess he has it in his possession. In conclusion, I will add that I never saw any examination questions for teachers in advance. [Signature.]

To the Committee of the Board of Education of the City and County of San Francisco.

P. S.—You had better send the affidavit directed to me, and I will give it to Mr. Maynard, who will hand it to Mr. Taylor. F.

The following endorsement was written across the last page of the letter in Miss Kennedy's handwriting: I hereby certify that the foregoing letter and affidavit are the same made mention of in the daily papers, and forwarded by me to J. W. Taylor. MAY A. KENNEDY.

HENRY LAPSLEY'S TESTIMONY—CORROBORATION OF MISS KENNEDY'S EVIDENCE.

Henry Lapsley, another witness, testified: Last summer or fall I was boarding at the same house with Miss Kennedy. She appeared down-hearted on one occasion. We had previously had a quarrel. I asked her what was the matter. She said she wanted a position in the schools, and could not get it unless she paid $100, and that she had not the money, and could not borrow it. I told her I would get the money for her. I got it and gave it to her. She said she was to give it to Mr. Ewald; that he had influence with the School Board, and could get it for her from the Directors. I saw him afterwards at the house, and said then to her: "Miss Kennedy, if I had known that was the man I would not have given you that money." She told me that she had paid the money to Ewald. She said it was for a position, not for the questions. Mr. Dietz, I understood, was Ewald's agent. He told me that the questions came directly by messenger from Mrs. Carr; that she sent them to Mr. Ewald; that Mr. Ewald had once done Mrs. Carr a favor, and that now she sent him the questions regularly.

To Mr. Sullivan—He told me this twice. The conversation occurred last autumn. I think. I understood him to say Mrs. Carr. I have never had any conversation with Ewald on this subject. I understood that Mr. Dietz was the agent of Mr. Ewald. Dietz used to speak of Ewald's having influence with Mr. Solander. I don't remember any others with whom he said Ewald had influence. Mr. Dietz never gave me to understand that he was interested financially in persons getting the questions. He mentioned Miss Gertrude Dietz and Miss Ciprico as persons for whom Ewald obtained positions. He mentioned others, but I do not now recall the names.

JOHN A. MOORE AGAIN TESTIFIES—HIS QUALMS OF CONSCIENCE.

John A. Moore, Principal of the Eighth street Grammar School, was recalled and asked if he could give the names which he promised when previously testifying. He said: There are some cases I have not yet mentioned, as I am uncertain about some of the persons positively having had the questions, and so would not like to say anything at present. I will endeavor to be sure, and then will inform the Committee. I wish to state that I had no motive in coming here except to relieve myself of the heavy burden that has been resting on me for some months. I knew that the curse of the whole country would rest on me. I have not asked any sympathy, and I do not expect any. I was led into this matter, and got into it so deeply that I could not keep the run of how it went. I know that I have done wrong, and I want the sympathy of no one. I should have less nerve.

I do not wish to injure any one. I am willing to tell the whole truth. Plans have been concocted for me to be screened. That letter was one. I refer to the letter Miss Nagle wrote. I do not wish to tell of the other. I would rather the gentleman who proposed it would come up and tell it himself. A gentleman called to see me, and told me how the whole thing could be arranged, and I could be cleared. The gentleman is present. I would rather he told you himself. He told me to say that a Mrs. Wilson had called at my office and offered assistance toward preparing my classes. That I told her I would have nothing to do with it. Soon after that Mr. O'Brien's daughter came to me for instruction, and that I examined her, and found she could not pass. That then the lady came again, and then, as a matter of courtesy, I sent her to Miss O'Brien. This was the story I was told to tell. But I refused.

Now, there is one more matter that I wish to tell. I understand this whole affair. I did not get those questions from Mrs. Carr. Miss Mary Nagle brought them to me at my house on Mission street, and told me she got them directly from Mr Ewald. The first set she brought were bogus. I was to assist Miss Nagle in solving the questions for procuring them and get the money back that I had advanced, or the sale of the questions. Miss Kate Nagle and Mr. Nagle know well that the questions came from Ewald. If the questions came while I was at the Yosemite, Mr. Nagle was to send them to Mr. Prescott.

The standing price for questions was always $200. I never mentioned any other price to Miss Mary Nagle. Some time before the examination she delivered to me some questions in arithmetic and algebra, which she said she got from Ewald. The questions seemed rather familiar to me. Some time after she sent what appeared to be a solution to some questions, and a note that accompanied them said that Miss Kate Nagle could not read them. I found that I could make them out better by holding the paper to the glass. It proved that these questions were not genuine. The understanding was that I should send the answers to Mr. Nagle's house by a telegraph boy. I had a note from Miss Nagle saying that she had not received them and censuring me. This is what I went to Mr. Nagle's house on Thanksgiving day for. I explained that I had done the best I could. She said it was all right, that she had just received the solutions.

I have talked with Miss Kate Nagle and her father about these questions, and they both spoke as though they fully understood that the papers were obtained from Mr. Ewald. I went to see Mr. Sullivan on behalf of Miss Kate Nagle. I told him it would be as good as $100 to me for her to get a position. When I went to the Yosemite it was arranged between Mr. Nagle and me that if the papers came he should give them to Mr. Prescott.

A TILT BETWEEN NAGLE AND MOORE.

Mr. Nagle—If he (meaning Moore) refers to me and puts any such concocted story into my mouth, it is absolutely false. I did call at his house, but I made no such statement.

Mr. Moore—You can state whether you did make such a statement or not. If they wish me to state who it was, I will.

Miss Mary Nagle—Mr. Moore knows it is false when he says I got the questions from Ewald.

Mr. Moore—Never applied to Ewald for assistance in keeping my position. Never stated to him that there was some one high in authority who would protect me.

TESTIMONY OF MISS MATTIE A. LINGO—A YOUNG MAN WHO GOT THE QUESTIONS IN SAN RAFAEL.

Another witness called was Miss Mattie A. Lingo, who testified as follows: I attended the examination in San Rafael in 1877. I don't know whether I am included among Ewald's lambs or not, but I wish to state that I knew very few of the ladies who went over. I went from Professor Anderson's school with a few other ladies, on suggestion of Miss Garness. I was told while there by a young man named Irving Granger that he had bought papers for $40 from Mr. Saunders, who got them from Professor E. J. Clark, one of the Board of Examiners of San Rafael. He showed me the algebra paper in the morning before the examination, but I did not have a chance to use it. It was stated that Mr. Clark left the papers at a certain place, where they were found by Mr. Saunders. The papers were said to have come from this city, and came into Saunders' hands the evening before each day of the examination. Mr. Saunders stated that he had heard that those who came from Professor Anderson's class had the use of questions beforehand. When I learned that I was in danger of not getting a certificate, I wrote to Mr. Saunders telling him that it would be for his interest to grant me a certificate, under-lining the words "for your interest." I afterwards got my certificate, but instead of having my credits raised, as was testified to, mine were cut down. I went to San Rafael because I heard that members of the Examining Board here were in the habit of allowing their pupils to examine the candidates' papers, and I did not wish to have a child to examine my papers. I also went for the reason that there were fewer branches to be examined there. I was a stranger in the State at that time. I did not know Mr. Saunders before I went over. I sat next Miss Merritt, with whom I studied. Mr. Granger told me that he had the papers on the evening of the second day. During the examination I saw a great deal of communicating and whispering all over the room. Mr. Augustine also saw it, but did not say anything about it until after the examination, when he said that he would make an example of us girls from San Francisco. I saw three girls enter tardily, and they were shown to a seat within the railing by Mr. Saunders. I did not have any papers given me similar to those to be used in the examination. I told Director Fiske all about this long ago. Granger stated that he paid $40 for the questions, and I think that he got them from Saunders. Mr. Granger also told me that he knew of ten other persons in the room who had the questions.

WHY SAUNDERS WAS THREATENED.

Mr. Taylor—Ten seems to have been a fatal number in that examination.

To Mr. Sullivan—I told Mr. Saunders that if I did not get a certificate, if I had earned it, that I would expose certain actions of his that had come to my knowledge. Mr. Granger did not seem to know of these other persons who were said to have had the papers until we got to San Rafael. Mr. Granger used to come down to the hotel and study with us sometimes. We did not know what to study, but we went over some questions that I found we were examined upon the next day. We once took a geography and drew a map of Turkey, and the next day we were asked to draw a map of the seat of war in Europe. We all drew a map of Turkey. But I don't think that he helped us much. I had much rather that I had never met Mr. Granger or heard of these papers.

LETTER FROM THE MARIN COUNTY SUPERINTENDENT.

SAN RAFAEL, December 12, 1878.

Hon. A. L. Mann, Superintendent of Schools.—DEAR SIR: The following is what those parties know, whose names I gave to the Committee: Thomas H. Bowen, District Attorney, knows the place in the city of San Francisco, and the person from whom two San Rafael ladies bought the papers for $50, and they passed on them in this county within the past year. I think he knows more, even, than he has told. Oscar Pratt, postal clerk, said that a prominent male teacher had acknowledged to him, in a burst of confidence, that he had bought the papers. Charles S. Barney, insurance agent, and L. H. Thompson, druggist, know that George W. Oman, who holds a State certificate, hired persons to work up some papers for him. This was when they were printed in the State Printing-office. S. F. Barstow knows a circumstance that occurred many years ago, affecting a prominent Marin county teacher. Peter McHugh, a member of my examining board, vouches for the following: At the June examination of 1877, Maggie Moore was an applicant here. Her standing was suspiciously high. Mr. Hugh said to her in a joking way, "Where did you buy the questions, anyhow?" She answered in a frightened manner. "How did you know I had them?" To which he answered that her papers were sufficient proof. She then acknowledged that her mother, who lives either at the corner of Twenty-sixth and Church, or at No. 26 Church street, had bought them for her. Subsequently he called on the mother in the city and procured the name and address of the party who sold the papers. He thinks the name was Ewald, but has forgotten the address. Miss Mattie A. Lingow of San Francisco, is an important witness. The Committee will do well to get her testimony. I wish to emphasize the fact which the reporter overlooked, that the two Misses Marchant received *State certificates* in 1875, after being rejected here and after the State Board were so mollified. Ewald's entire party of "lambs" may have received State certificates, but we were not mollified of it to my knowledge if they did. Miss Kennedy's testimony is corroborated by events in San Rafael at the time—December, 1877. Her testimony and mine, compared, points directly to the Carr family. A number of ladies from San Francisco, who applied in December, 1877, other than the ten, are probably as guilty as the ten rejected. Their names and the circumstances connected with their examination can be had at any time. Very respectfully, S. M. AGUSTINE.

THE FINANCE COMMITTEE.

Thursday, Dec. 19.

The investigation of the frauds in the School Department was resumed last evening before the Special Committee of the Board of Education, who were assisted alike by the presence and powers of the Finance Committee of the Board of Supervisors. There were present Messrs. Smith, Farren and Danforth of the Board of Supervisors, and Messrs. Taylor, Bacon, Sullivan and Laven of the Board of Education, Mr. Mountain alone of those having charge of the investigation being absent. Although for the sake of obtaining certain new powers in the investigation, through the Finance Committee of the Board of Supervisors, the inquiry has been made to assume the form of an examination of *pro forma* charges against President Hiester and Superintendent Mann, the manner in which the hearing is conducted is substantially the same as that employed by the Committee of the Board of Education previous to the accession of the Finance Committee to their numbers. Supervisor Smith occupies the Chair, but the work of examining the witnesses is performed almost entirely by Messrs. Taylor and Sullivan, with occasional assistance from the other members of the original investigating committee.

STATE SUPERINTENDENT CARR ON THE WITNESS STAND.

Dr. Ezra S. Carr, State Superintendent of Public Instruction, was the first witness called. He said: I wish in the first place to state the manner in which these questions are prepared by the State Board. About three years ago, when I entered the office of State Superintendent, I was aware, as I supposed every one was, that the examination papers had been circulated in advance of the examinations. We set ourselves to work to devise some means of remedying this evil. We thought the first thing to do was to have the printing done privately, for so long as the printing was done by the State Printer, it was next to impossible to prevent papers which had a market value from getting out. So we first took them to a private printing-office and made special arrangements with the printer to prevent their being circulated. This was done for one year. Then we began to have some fear that they would get out. So, then, the Superintendent of Public Instruction bought a papyograph printing machine. Let me say here that the questions were prepared by the members of the State Board whose competency as teachers is beyond dispute. The questions were printed in my office by my deputy and myself, and when we had occasion to call in an assistant, my deputy or myself was always present, and a close watch was kept on him to prevent his taking any of the papers. No one else was allowed to come into the room except, perhaps, some member of the Board. When we left the office, all papers that might give any clue to the questions were carefully picked up and taken away with us.

Here Dr. Carr explained at length the manner in which the examination questions were put up to be forwarded to the various boards of the City and County Examiners, his account being substantially the same as that already published in these columns, and further stated that on consultation with the Postoffice Department it had been deemed safest not to seal the envelopes with wax, not to have the letters registered, on the ground that any such precautions would only tend to attract attention to the letters, and thereby increase the liability of their being tampered with. I wish to say, further, that it seems that the public school system and every teacher in the State is virtually on trial, and has been smirched on account of these frauds both by the people, the pulpit and the press; and I am here to defend the best public school system in the Union and the best corps of teachers that any State can produce." Here Mr. Carr delivered an elaborate eulogy on the schools and teachers of the State. He then continued: "There is a prevalent feeling that School Boards are more or less dictatorial and arbitrary. This comes from ignorance on the law regulating the subject."

SUPERINTENDENT CARR'S SPEECH INTERRUPTED.

Mr. Carr had settled down for an all night speech, and began reading extensively from the statutes in reference to the Department of Education, and while so doing was interrupted as follows:

Mr. Taylor—I wish to inquire whether what Mr. Carr is about to read is relevant to this investigation?

Mr. Carr—I do not know that it is strictly relevant to the matter of these charges.

Mr. Smith—The witness should confine himself to the subject under investigation.

MR. CARR UNDER EXAMINATION.

Mr. Carr then sat dowo and was questioned hy by Mr. Taylor.

Mr. Taylor—Who prepares these questions?

Mr. Carr—The State Board. The portions of the work to be done by each is a matter of mutual understanding. One member of the Board resides in Stockton. He meets with us when we assemble to determine how the work shall oe laid out. It is possible for the different members to communicate amoog themselve as to the questions. When they are prepares the members of the Board usually bring them to me personally. The member who lives in Stockton sometimes has sent them to me by express. My clerk has never had anything to do with receiving the questious. I sometimes nave them one or two weeks in advance of the examination. They are not kept in my private office, but in a safe in my private room. My deputy and I sometimes look them over. My son has not written the questions on the papyrograph, hut on two occasions he has turned the machine.

COPIES OF QUESTIONS PRINTED—MANNER OF DISTRIBUTION.

I think we print 58 or 59 copies. We print enough to supply the cities and counties and to allow a copy for eacn member of the Board aod sometimes one or two more, the latter to be sent to Superintendents in the East who sometimes ask for them. The extra copies are all kept in my private room until after the examinations are ended. We sent two copies this year, I tuink to Petaluma, San Jose and Los Angeles. I am not certain whether we send two to Alameda, but Oakland, I tbink, now has its examination in connection with the county. We send one to Sacramento. I am not prepared to say positively roight whether we sent ooe or two to Oakland for the examination that was aojourned. I oon't kuow whether we sent ooe or two copies there for the examination of the 11th instant. Io sending off the questions it is our aim to have them reach the counties to which they are destined a short time before the examinations begin. Counties which are not remote may get them one, two or perhaps four oays before the examinations. We have them printed usually one or two days before they are sent. When they are printed we look them over to see to what counties they must be sent first, accordiog to the remoteness of the counties and the means of sending them quickly through the mails.

MAILING THE QUESTIONS.

Mr. Taylor—Who has charge of the posting?

Mr. Carr—Generally myself or my deputy. Last June I think Mr. Brier had charge of it. Last November a part of them were given to my son, at my house, to take them to the Postoffice.

Mr. Taylor—What is your general custom in the matter?

Mr. Carr—My general custom is to see to the mailing myself in person or by deputy. A part of the questioos for the November examinations were mailed by my son on two, or possibly three occasions. The envelopes are usually directed by my deputy, but the members of the Board have sometimes directed the envelopes. The eyletting is usually done by my deputy.

Mr. Taylor—When do you determine the number of sets to be sent out?

Mr. Carr—Before we print them. The list is usually the same from year to year except when we receive corrections from different cities aod counties.

DISPOSITION OF THE STENCILS AND THE MANUSCRIPT.

Mr. Taylor—What is done with the stencils?

Mr. Carr—They are always destroyed when we get through with them.

Mr. Taylor—What is done with the original manuscripts?

Mr. Carr—I have them kept under lock and key in my own private room.

Mr. Taylor—What means have you of know ing that the questions have been received?

Mr. Carr—The County Superintendents usually ackoowledged their receipt.

Mr. Taylor—Have you ever been notified by any County Suoerintendent that the questions had been tampered with?

Mr. Carr—I have uot known of exactly that case; but the Superintendent of Mendocino county notified me that his questions had come to him marked "missent."

THE EMPLOYEES OF THE STATE SUPERINTENDENT'S OFFICE.

Mr. Taylor—What employees are there in your office?

Mr. Carr—Two; the Deputy, Mrs. Carr, and the Clerk, Mr. Moses. The latter has charge of the clerical work in getting up the annual reports. He also assists in sending off blanks. He sometimes opens letters that are not marked 'personal," and answers them. He has never had anything to do with the questions whatever. I do not remember ever having any conversation with him coocerning pepers or questions to be sent off. It is next to impossible for him to have any access to the original manuscript or the questions.

THE STATE BOARD'S EXAMINATION OF THE PAPERS OF APPLICANTS FOR STATE CERTIFICATES.

To Mr. Sullivan—It is the duty of the State Board to examine the papers which are sent to Sacramento in the case of those who wish State certificates. It frequently happens that the State Board marks the papers differently from the County Boards. The State Board has by law separate functions in the matter of examination papers. We have nothing to do with the City and County Boards. We make our own separate examinations. As a rule our markings are lower than those of the local Boards. In some cases we mark them higher. We had an instance of this kind a year ago. We examined the papers critically and gave higher credits than the County Board.

THE BASIS OF THE STATE BOARD'S EXAMINATION.

Mr. Sullivan—Are the credits ever determined by anything outside of the answers, such as experience or success in teaching?

Mr. Carr—I think a good examiner will detect in the answers of candidates what experience and real knowledge the applicant has of the subject and will mark accordingly.

Mr. Sullivan—Do you think they would raise a percentage from 72 7-10 to 85?

Mr. Carr—I think they might. There was such a case last year.

Mr. Sullivan—Now will you tell us about the case of Mrs. Teresa M. Sullivan?

Mr. Carr—The State Board critically examined her papers and they thought they detected sufficient knowledge and skill as shown in the answers to warrant them in giving her a first grade certificate.

Here Mr. Carr produced the record of Mrs. Sullivan's examination papers.

THE WITNESS IN A CORNER.

Mr. Sullivan—This shows a difference of 123 credits from the number given by the City Board.

Mr. Carr—That might easily be the case.

Mr. Sullivan—Will you tell me why the State Board allowed her 45 credits in algebra while the City Board only gave her 5 credits in that branch?

Mr. Carr—I do not know. I do not think I examined her papers myself. I know nothing of the workings of the City Boards.

Questions of a similar purport in relation to other branches of the examination in which Mrs. Sullivan's credits had been raised by the State Board were asked the witness, to which he gave similar replies.

Mr. Sullivan—Have you any personal knowl-

edge of the correctness of the markings of her papers by the State Board?

Mr. Carr—I think some of the papers were submitted to me.

Mr. Sullivan—Don't you think it a singular coincidence that the State Board gave her just enough additional credits to entitle her to a State certificate?

Mr. Carr—I am not sure that I do. We have nothing to do with the city and county Boards. They use their judgment and we use ours.

THE RECOMMENDATION IN THE CASE OF MRS. SULLIVAN.

Here Mr. Carr produced the recommendation of Mrs. Sullivan, which had been received at his office. It reads as follows:

To the Honorable, the State Board of Examination—LADIES AND GENTLEMEN: I take pleasure in recommending Theresa M. Sullivan as a worthy candidate for a State Educational and Life Diploma. She has taught successfully eleven years in this Department. A. L. MANN,
County Supt. of Schools, by STONE.

[On Monday evening the witness's son wanted the Committee to receive in evidence a document which he represented to be a true copy of the above recommendation. The words "by Stone" had, however, been omitted. The above copy agrees with the statement made that evening by Superintendent Mann concerning it.]

Mr. Carr—I wish to say that the State Board only gives educational diplomas on the recommendation of the local Superintendent, which of course may be by his deputy.

THE SAN RAFAEL EXAMINATIONS.

In reference to that San Rafael affair, I wish to say that the Misses Marchant were examined in November, 1875, at San Rafael, and received State certificates in January, 1876. After the San Rafael examination of December, 1877, twenty-nine applicants had their papers sent to the State Board, and all but eight were granted certificates. The eight were rejected on account of internal evidence of fraud and collusion.

Mr. Sullivan—How long before the examination do you send the questions to San Francisco?

Mr. Carr—Probably four or five days. It may have been longer at some examinations.

THE WITNESS DOES NOT KNOW EWALD.

Mr. Sullivan—Do you know Mr. Ewald? That is our stock question.

Mr. Carr—I do not, and I do not think my son does, and it is my impression that Mr. Moses, my clerk, has no acquaintance with him, but he may have mentioned to me that he knew him by sight, or that he may have remarked that Mr. Ewald was in Sacramento a good deal during the sessions of the Legislature. I never knew of his having any correspondence with my office.

EWALD'S ADVANCE COPIES OF THE QUESTIONS?

Mr. Sullivan—It has been testified here that in November, 1877, Mr. Ewald had the questions two weeks in advance. Now, can you tell us what your view of that matter is?

Mr. Carr—I do not think it is possible. I am confident that they did not come from my office, as the papers were not sent out two weeks in advance of the examination. If I suspected any one in my office, even my deputy, the suspected person would not remain there long. I wish to say that the State Board are now conducting an investigation on their own account, and have received affidavits from San Luis Obispo county, representing that there have been frauds in the issue of teachers' certificates in that county. The investigation is not yet finished, but there are some very strong affidavits.

NO PERMANENT RECORD KEPT OF THE TIME WHEN QUESTIONS ARE SENT TO COUNTY SUPERINTENDENTS—DELIVERY OF QUESTIONS BY MESSENGERS.

To Mr. Sullivan—I do not think the permanent records indicate the dates on which the several sets of questions were sent to the different counties. It is not unlikely that my son may have been sent with a set of questions to the Superintendent at Sacramento. I think he took them at the last examination. I do not know whether he took a set of questions to the School Superintendent at Stockton.

PETER B. NAGLE, RECALLED.

Peter B. Nagle was the next witness.

Mr. Sullivan—Have you anything additional to state with regard to the sale of questions or the conduct of the Board of Education?

Mr. Nagle—I have not. You must remember that I stated more on the last evening than I should under rules of law, mentioning only rumors, which is only heresay, and really inadmissible.

THE CONVERSATION WITH MOORE.

Mr. Sullivan—Did you have a conversation with Mr. Moore, advising him not to testify before this Committee?

Mr. Nagle—I told Mr. Moore that the only connection Mary (witness' daughter) had with this business was to take the questions to Mr. O'Brien. He said that was so, and I asked him to state this fact to the Committee, and that would exonerate her, as that was all the connection she has had with the questions.

THE WILSON LETTER.

Mr. Sullivan—Did you dictate that letter written by your daughter to Mr. Moore?

Mr. Nagle—I did not. I never heard the name of Mrs. Wilson mentioned until I heard it read here. I was never more surprised in my life than when I heard that letter read, and I don't know what possessed my daughter to write such a foolish letter.

MISS KATE NAGLE AND PRINCIPAL MOORE.

I do not not know that my daughter Kate ever had the questions, and I did not give her money to purchase them. She wished to prepare for an examination, and said that Moore would charge her $150. That money I gave her for the purpose of paying for this instruction.

THE WITNESS' ACQUAINTANCE WITH EWALD.

Mr. Sullivan—Have you and your daughters ever had any conversation about Mr. Ewald?

Mr. Nagle—Never. My acquaintance with Ewald began since this investigation began. I asked an acquaintance who keeps a cigar store on Sutter street if he knew Mr. Ewald, telling them that, having been mixed up in this question business, I wished to know Ewald in order that I might show what kind of a man Moore was. I had heard Moore's testimony, and knew that most of it was false.

THE CONFERENCE WITH PRESCOTT AND MOORE.

Mr. Sullivan—Mr. Moore said that you were to see that the questions were to be forwarded by you to Mr. Prescott.

Mr. Nagle—The word "questions" was not mentioned. Mr. Moore and Mr. Prescott came to my office one day and had some conversation together. I did not hear what they said, but when they got through Mr. Moore said that a package would come to the office that was intended for Mr. Prescott. Nothing was said about the contents of the package. I don't remember when this was, but I think this year. I do not remember that Mr. Prescott was in my office before. There is an impression that there was once a talk about business between Mr. Prescott and myself. This package was to be sent by me to Mr. Prescott to the California mills, but no package came. My daughter knew nothing of this—at least from me.

THE WITNESS' RECOLLECTION AT FAULT.

Mr. Sullivan—When did you first know that there was a traffic in these questions?

Mr. Nagle—I don't know.

Mr. Sullivan—When did you begin to talk with Moore on school subjects?

Mr. Nagle—I don't remember. I think that I became acquainted with him soon after my daughter intended to enter the Department. He used to call at my office about every Saturday, when we would talk of stocks, law, etc. I can't tell when we began to talk of school matters.

Mr. Sullivan—How soon after your daughter entered the examination?

Mr. Nagle—I can't tell. I don't like to guess too much. A great deal of the ideas were conveyed to me by innuendo. Moore has, however, frequently given me to understand that he had the disposal of the questions. Once I told him that he would get into trouble with dealing in these questions, but he gave me a significant nudge and gave me to understand that his position was invulnerable. He talked mostly by innuendo, however.

Mr. Sullivan—Did he give you any idea of the amount to be made out of these questions?

Mr. Nagle—He did, out I have forgotten the amount. He has never said that any one was engaged in this business with him. Neither did he hint as to his source of supply. I did not inquire much about the questions, not wishing to know much about the matter.

MILKING THE SCHOOL DEPARTMENT.

One day he said that milking the street by brokers was nothing to the milking of the School Department by the Directors.

Mr. Sullivan—How was that done?

Mr. Nagle—Sometimes they introduced resolutions to reduce the salaries of teachers, who would get excited about it. Some friends of the teachers would then go around and collect a purse, and when this was done the matter would die out. He gave me to understand that he had acted as a middleman on one occasion.

MOORE'S INVULNERABLENESS.

Mr. Sullivan—How did he explain that he was invulnerable?

Mr. Nagle—He merely said: "My dear boy, that will never put me out of the School Department."

Mr. Taylor—Where did you first get acquainted with Moore?

Mr. Nagle—At my office. He came to see me first in connection with my daughter Kate, who was trying to get into the school.

THE CONTENTS OF THE PRESCOTT PACKAGE—REFRESHING THE WITNESS' MEMORY.

Mr. Taylor—Are you positive that nothing was said about the contents of that package?

Mr. Nagle—I am positive.

Mr. Taylor—Will you swear to that?

Mr. Nagle—I will.

Mr. Taylor—You will swear positively that nothing was said about the contents of this package? This is an important question. Will you swear it?

Mr. Nagle—I am not infallible, Mr. Taylor. I don't remember any such conversation.

Mr. Taylor—Was it not the understanding that the questions were to come to your office?

Mr. Nagle—That was the understanding, but nothing was said about questions.

Mr. Taylor—Did not you and the others mention the names of other parties who were to receive the questions?

Mr. Nagle—We did not.

Mr. Taylor—Did you then not mention names of others who were to receive them, and agree to stand by each other and protect each other?

Mr. Nagle—I am sure that we did not do so. I will intensify my answer if you desire.

Mr. Taylor—Did not Mr. Prescott call on you several times and complain because the questions had not come?

Mr. Nagle—He did not.

Mr. Taylor—Are you sure of that?

Mr. Nagle—I am not quite sure. I seem to remember that he called once afterwards and asked for the package. He did not mention questions.

Mr. Taylor—Did he not demand from you the money that he had paid?

Mr. Nagle—I think that he did call, and he may have demanded this money. I had no interest in the matter, and I did not jog my memory with it.

Mr. Taylor—Will you swear that he did not?

Mr. Nagle—I will not swear either way.

Mr. Taylor—Did you ever know Ewald under any other name?

Mr. Nagle—I did not.

Mr. Taylor—Did you know him under the name of Goodfellow?

Mr. Nagle—No, sir. I meet many persons, and I could not say that he has not called at my office at some time or other, and not remember the time.

REMEMBERS EWALD WAS POINTED OUT TO HIM AT THE RACES.

Mr. Taylor—Will you swear that you have never seen him previous to this examination?

Mr. Nagle—I will not. It seems to me that Ewald was pointed out to me some time ago at the races.

Mr Taylor—What races?

Mr. Nagle—The Oakland races, I think; but I am not sure.

MISS MARY NAGLE AND EWALD.

Mr. Taylor—Has your daughter ever told you that she knew Ewald?

Mr. Nagle—You must bear in mind that this investigation relates to the drawing of illegal warrants, and this is going outside of the legal bearing of the case. As my daughter Mary is not in the Department I must refuse to answer. [When pressed, the witness stated that she may have done so, but he did not remember when.]

Mr. Taylor—Has your daughter ever bought questions from Mr. Ewald?

Mr. Nagle—Not that I know of.

Mr. Taylor—Have you ever given her money for questions?

Mr. Nagle—No, sir.

Mr. Taylor—Is your daughter present?

Mr. Nagle—She is not.

Mr. Taylor—Was she subpœnaed?

Mr. Nagle—She was not; but it would have made no difference, she would not have been here to-night.

THE PRESENT RELATIONSHIP BETWEEN MOORE AND NAGLE.

Mr. Bacon—Are you on friendly terms with Mr. Moore, now?

Mr. Nagle—No, sir.

Mr. Bacon—Why?

Mr. Nagle—Because of his testimony regarding my daughter, upon whom he has tried to put all the blame. My daughter has never attempted to disguise what she has done. In the evidence there was mention of a veiled lady, and—

Mr. Bacon—What object had Mr. Moore in breaking friendship with you?

Mr. Nagle—I wish to finish this first. Mr. Clery also mentioned a veiled lady, and the inference was that my daughter might be that one, but the veiled lady has been found to be Clery's wife. Now, with regard to your question. When I asked Moore to testify, he said that my daughter was the only one who had got into the Department without paying some $200 or $300. I asked if he wished me to pay him that sum before he would exonerate my daughter before this Committee. He said nothing, and I went away.

Ferdinand Dietz was then called and sworn.

Mr. Taylor—Is there any correction that you may now wish to make in the testimony that you gave here a few evenings ago?

Mr. Dietz—None in the least.

Mr. Taylor—Are all the statements you made then correct and true?

Mr. Dietz—They are.

Mr. Taylor—Did you ever know that Mr. Ewald could get the questions, or did you act as his agent, or know that he had the questions, or have any talk with him about them?

Mr. Dietz—I did not. I did not know that Mr. Ewald ever had the questions. I did not know that Miss Kennedy got them from him. I did not act as his agent.

Mr. Taylor—Did you ever write Miss Kennedy any letter about the questions?

Mr. Dietz—I never wrote any letters to Miss Kennedy about the questions

Mr. Taylor—You will swear to that?

Mr. Dietz—I will swear to it. I am under oath, I believe.

Mr. Taylor—Now, did you not write her a letter once, in which you told her that "Waldy" had the questions up at Sacramento, and that if she would let you have ten dollars you would go up there and get them for her?

Mr. Dietz—I did not.

Mr. Taylor—Are you sure you never wrote such a letter?

Mr. Dietz—If I ever wrote to her that "Waldy" had the questions, and if I had $10 I would go to Sacramento and get them for her. I do not remember it. She loaned me $7 50 once, but it was not to get questions. She gave me some questions once to have solved, and I paid $5 for having them solved. I did not know what examination they were for When I got that money from her it was really for money that I had loaned her. I sent my brother to her with a note. I swear positively that I never wrote or said anything to Miss Kennedy about the questions. My brother brought me back the money in the afternoon of the day I sent the note.

THE TRAP SPRUNG ON THE WITNESS.

Mr. Taylor—I have a letter here which I wish to offer in evidence.

Mr. Laven (handing the witness a letter)—Is this your handwriting?

Mr. Dietz—It is.

Mr. Laven—Is that your signature?

Mr. Dietz—It is. I wrote that.

Mr. Taylor then read the letter, which is as follows:

SAN FRANCISCO, February 27th.

Dear May: I hear that Waldy has got the questions for this examination, and he is in Sacramento. I would like to go there and get them for a girl from him. Now, if you will let me have $10, to go up to him and get the questions and he gives them to me for her, I shall give them to you also, and return the money also as soon as I can, because I'll get pay for them as soon as I deliver them to her. In case I cannot get the questions, I shall return you the money as soon as possible. Next Wednesday is the examination, and I would like to go at four o'clock this afternoon, and I can see him to-night in Sacramento, and be back by Saturday, so it will have time to get answered. In haste, FERD

P. S.—In case you give money to my brother, tell him you want me to get something for you, for he does not know that I am to go to Sacramento. FERDINAND.

"WALNY" IDENTIFIED.

Mr. Taylor—Now, who was "Waldy?"

Mr. Dietz—I suppose it was Ewald.

Mr. Taylor—Now, why did you say that you had never written or said anything to her about the questions?

Mr Dietz—Well, I didn't remember that I had. That's my writing, so I suppose I wrote it.

Mr. Taylor—Was it true that Ewald had the questions?

Mr. Dietz—No, it was not.

Mr. Taylor—Was there another girl for whom you were to get the questions?

Mr. Dietz—No, there was not.

Mr. Taylor—Did you go to Sacramento?

Mr. Dietz—I did, and staid there over night, after which I went to Marysville and remained there several weeks.

THE WITNESS' VISIT TO SACRAMENTO AND MARYSVILLE.

To Mr. Sullivan—I telegraphed to Ewald at Sacramento. When I went to Marysville I had not spoken to Ewald about questions. When I was at Marysville in March I acted as clerk at the election. Before going there I had been in the employ of the Spring Valley Water Company. I admit that I wrote that letter, which contains several false statements.

WHY DIETZ WROTE THE LETTER TO MISS KENNEDY.

Mr. Sullivan—Now, why did you write those false statements?

Mr Dietz—Simply to get the money. I knew I couldn't get it unless I kept on the right side of her. I had had money transactions with her that need not come out here. She owed me a good deal of money.

Here Mr. Dietz entered into a statement as to his financial matters with Miss Kennedy during the time when he said he had been "keeping company" with her, but the Chairman refused to allow him to continue.

DIETZ'S AFFIDAVIT.

Mr. Taylor—Now, what was your great interest in her that you should send that affidavit to Miss Kennedy?

Mr. Dietz—Simply because I wanted to clear her. I had enough interest in her for that. She could use her own judgment about it.

Mr. Taylor—And yet you wrote her that letter containing those false statements?

Mr. Dietz—Yes, I did; I wanted to get the money.

To Mr. Taylor—On the afternoon when I sent that letter my brother brought me the money and I went to Sacramento I will swear that Miss Kennedy did not deliver that money to me. I had nothing to do with getting the questions.

EWALD MEETS DIETZ AT SACRAMENTO.

To Mr. Sullivan—I did not know Mr. Saunders. Never saw him at my house. I am positive that there was no meeting at my house of candidates for the San Rafael examination. When I went to Sacramento Ewald met me at the steamer.

MR. DIETZ DUNNED FOR TEN DOLLARS.

To Mr. Taylor—I believe Miss Kennedy has written me notes two or three times asking me for that money. I don't know any of the Carr family, nor do I know Mr. Moses.

To Mr. Sullivan—I never had any conversation with Ewald about the questions, and I never took any notes from him to Miss Kennedy.

MR. LAPSLEY GIVES SOME DAMAGING EVIDENCE AGAINST DIETZ.

Henry Lapsley was next called, and said: One day last year I met Mr. Dietz on Market street. He said that he had been up to Sacramento, and had got $10, for questions for Miss Kennedy. He pulled out a note from Miss Kennedy asking for the $10, as the questions had not been furnished. He said that he was to have received the questions from Ewald, but did not state that Miss Kennedy owed him any money. He said that he owed $10 to her, and would repay her when he could do so. I saw and read the letter.

Friday, Dec. 20.

EXAMINATION OF MISS FRANCES FULDA.

Miss Frances Fulda was the first witness. She testified as follows: I have been a substitute teacher. I have a second grade city and a third grade State certificate. I passed my first examination in June, 1876. I next passed in December, 1876. I saw nothing in the examination to make me think that any of the candidates had had access to the questions. I had not seen the questions, nor had any one told me what questions were to be asked. No one offered to get them for me, and I did not ask any one to get them for me. I have heard for years that the questions could be obtained in advance.

Here, by direction of the Chairman, the names of Miss Gertie Dietz, Frank Dietz and Ferdinand Dietz and Mrs. Mary Conway were called. Miss Gertie Dietz and Frank Dietz failed to respond. Sergeant-at-Arms Lynch informed the Committee that he had been told by Mr. Nagle that Miss Mary Nagle was unwell and she had not been subpœnaed.

When the name of Frank Dietz was called, his brother, Ferdinand, remarked to the Chairman, "He has not been subpœnaed yet."

Sergeant-at-Arms Lynch—"Yes, he has. I subpœnaed him myself and in your presence, too," pointing to Ferdinand Dietz, who forthwith resumed his seat and had no more to say.

The Chairman directed warrants to be issued for Miss Gertie Dietz and for Frank Dietz.

EXAMINATION OF MISS FULDA RESUMED.

Miss Fulda then continued: I do not know Edward Ewald. I have seen him.

Mr. Sullivan—Did you not on a previous meeting refuse to be sworn.

Miss Fulda—Yes, because I knew nothing, and did not choose to give the Committee my suspicions.

Mr. Sullivan—If you knew nothing, why would you not be sworn?

Miss Fulda—Because I knew nothing, and did not wish to have my name connected with the scandal.

Mr. Sullivan—Have you ever had any suspicions on this subject at all?

Miss Fulda—I have had some suspicions. I do not remember the names of the persons whom I suspected.

Mr. Sullivan—Has any one advised you not to testify to this Committee as to anything you knew?

Miss Fulda—No, sir.

Mr. Sullivan—Have you any reason to suspect that any person holding a certificate is not legally entitled to it?

Miss Fulda—No, sir.

Mr. Taylor—Miss Fulda, the Committee have very good reason to suppose that you can give them some light on this subject, and we do not wish to let you go until you do.

Miss Fulda—I have nothing to tell.

To Mr. Taylor—I do not know Miss Mary Nagle, Miss Kate Nagle, P. B. Nagle, Ferdinand Dietz, John A. Moore or Mr. Saunders.

The witness was then excused temporarily.

TESTIMONY OF MRS. MARY CONWAY—A FRUITFUL WITNESS.

Mrs. Mary Conway was next called. She testified as follows: I know Miss Maggie Moore. In 1877 I saw the examination questions in the possession of Miss Maggie Moore at the Mahone House in San Rafael. This was during the examination. I saw her copying them. She did not tell me where she got them. They were written on light brown tissue paper, with ink, I think. I was there with my sister-in-law, Louisa M. Smith, who was attending the examination. I don't think my sister-in-law told me that Miss Moore had the questions. I talked with my sister-in-law about the questions.

EWALD'S APPOINTMENT WITH MISS MAGGIE MOORE.

To Mr. Sullivan—I first met Miss Maggie Moore on the first day of the July, 1877, examination, at my house. She called and inquired for Mr. Ewald. She said he had promised to meet her there. Mr. Ewald had been gone about an hour with my sister. I had known Mr. Ewald eight or nine years. Mr. Ewald left the house to go to the San Rafael boat with my sister-in-law. I don't know whether he went to San Rafael with her or not. I went a day or two afterwards,

COPYING THE QUESTIONS AT SAN RAFAEL.

I first saw the questions about a week before that examination. I saw Mr. Ewald have them at my house. He left them for Miss Smith. She had them and consulted them. Ewald called afterwards, before the examination. I don't know how often. I saw Ewald and Miss Smith and Mr. Saunders all writing together at the Parisian Hotel at San Rafael. I think they were copying the questions. This was about a week before the examination. I don't think Miss Smith paid anything to Ewald for the questions. I don't know whether Miss Moore did or not.

EWALD SUPPORTED BY THE TEACHERS—OTHER LADIES WITH THE QUESTIONS.

I heard Miss. Moore say that Ewald was supported by the teachers. The June examination was the first and only time that I knew anything about the questions. There were a number of young ladies at San Rafael that came from San Francisco that I thought had questions. I thought so from what I heard them say after the examination. Some of them were provoked because they did not get first-grade certificates. I don't think Mr. Ewald said where he got the questions. I think Miss Moore told me that Mr. McHugh, one of the examiners at San Rafael, thought she had had the questions, and I think Mr. Ewald afterwards told me that Mr. McHugh had called on Miss Moore and accused her at her house of having had the questions in advance. Miss Moore never told me that Mr. McHugh had offered to get her a higher grade certificate than the one she had. I did not know anything about money being paid for the questions until I heard it here.

STEALING QUESTIONS TO PREVENT EXPOSURE—THE CARR'S AGAIN.

To Mr. Taylor—I have heard that while my sister-in-law, Miss Lou M. Smith, had the papers they were taken from her by another lady, who threatened to expose Miss Smith, but did not have an opportunity, as the papers were taken by some one from the pocket of her dress while she was asleep. I never knew where Ewald got the papers. He spoke of Mr. and Mrs. Carr as being great friends of his, and that he had great influence with them.

To Mr. Laven—Mr. Ewald has been at my house since this investigation began. He did not ask me to suppress any testimony. He said that if the teachers were found out their certificates would be taken away. I understood that he did not wish the teachers, if called, to know anything about the questions.

To Mr. Taylor—I never heard Mr. Ewald speak of Mr. Moses or young Mr. Carr, I have read Miss Maggie Moore's testimony.

Mr. Taylor—What impression did it make on your mind?

Mrs. Conway—That it was a falsehood, and if made under oath that Miss Moore had perjured herself.

EWALD AND THE CERTIFICATE OF THE MISSES CIPRICO.

To Mr. Sullivan—Mr. Ewald mentioned to me that he had got a certificate for the Misses Ciprico—two of them, Miss Eva Ciprico and the one who is now Mrs. Black. From the way he spoke I suoposed that he had aided them by furnisoing the questions. I do not remember the oames of any others, if there were any, that he said he had aided.

THE INFERENCE CONCERNING EWALD'S SOURCE OF SUPPLY.

To Mr. Taylor—From all that I heard Ewald say about the questions, I should infer that he got them from the Carrs.

E. F. Conway was next called and sworn. He said: I am called upon to do a very painful duty, and that is to contradict my wife in almost every point that she has testified upon. She has threatened that she would drag both me and my sister down, and would do all she could to drag us into this affair. We have had trouole, and she has threatened to get even several times. This is a very painful duty, gentlemen, to give testimony against my wife, but I must do it. She has been very bitter against me and my step-sister, Miss Lou M. Smith, and has said that she would drag us both into the scrape, as she now had a chance. I think that every married man can readily understand my position.

Mr. Sullivan—What motive could your wife have to drag you down?

Mr. Conway—My family were opposed to our marriage.

THE WITNESS'S ACQUAINTANCE WITH EWALD.

Mr. Sullivan—How long have you known Mr. Ewald?

Mr. Conway—I have known him some years. He used to call at the house sometimes. I work on a morning paper, and being out all night I heard but little. I know that my sister-in-law went to San Rafael for examination. She once tried to obtain an examination in Santa Barbara, where she was told that, being a Catholic, she could hardly hope to get a certificate.

I asked Mr. Ewald to help her, knowing that if a powerful man lends his aid one can be more likely of success. He said that Miss Smith was a bright young girl, and he would give her a chance, and suggested that it would be best for her to try a country suhool, and that is why she went to San Rafael. She came up from Santa Barbara in May or June.

Mr. Taylor—Did Ewald ever hint at having the questions, or that he conid furnish them?

Mr. Conway—No, sir. He never did. He said that he might he of use to my sister with the examiners, being well known and respected.

Mr. Taylor—Then there were never any hints that these questions could be obtained in advance?

Mr. Conway—Never. Mr. Ewald offered to assist me, being in need of work, and I asked him to assist Miss Smith instead, as I conid help myself.

WHAT EWALD SAID OF THE INVESTIOATION.

Mr. Taylor—Have you seen Ewald since this investigation began?

Mr. Conway—Yes, sir. He spoke of the investigation, and said that this was a conspiracy against him. He expected to clear himself at last. He mentioned Moore as one whom he expected to testify against him.

Mr. Taylor—Has your wife ever spoken to you about the questions?

Mr. Conway—Only since this investigation. She has since threatened that she would cause the certificate of Miss Smith to he revoked, and would drag ner down.

Mr. Sullivan—Was not the object of Miss Smith coming here to get a school?

Mr. Conway—No, sir; not particularly. When she came here she wished to get work, and that is how the plan of entering the schools originated.

Mr. Sullivan—How did you first know Ewald?

Mr. Conway—Through my wife. Mr. Ewald told me that Miss Smith would have a better chance in a small place where people knew her. In a large city she would not have so good a chance. I have met Ewald on the streets at different times. I don't think I ever met him twice on the same day. I have met him probably every two or three days for a month, and then not see him again for a month.

Mr. Sullivan—Did you not go to the office of the Fire Commissioners to see him?

Mr. Conway—No, sir. I always met him while on the way to or from the printing office. I have met him at my house when I went home, sometimes. I did not talk with him concerning Miss Smith more than once or twice. He got acquainted with her at my house.

Mr. Sullivan—How often did Mr. Ewald call at your house before Miss Smith came to your house from Santa Barbara?

Mr. Conway—Only once or twice.

Mr. Sullivan—Did he not come simply to see Miss Smith?

Mr. Conway—I don't know.

Mr. Sullivan—When and how did he first speak of sending Miss Smith to San Rafael?

Mr. Conway—It was during some general conversation, when he said that it was easier for any one to get work in a small place than in a large city.

Mr. Sullivan—Who told you that Ewald had influence with the School Directors?

Mr. Conway—No one. He has never told me that he had great political influence.

Mr. Sollivan—Did you not know that he had great influence?

Mr. Conway—Well, I did not know anything in particular.

Mr. Taylor—Did you not understand that Ewald called at your house with reference to the examination in San Rafael?

Mr. Conway—No, sir.

Mr. Sullivan—Did you hear your wife's testimony here to-night?

Mr. Conway—No, sir; she spoke too low.

Mr. Sullivan—How could you say, then, that you would have to deny the truth of everything she said, if you could not hear what she did say?

Mr. Conway—I knew that I must, if she testified as she said to-night that she would when I left her, and from the look she gave me when she left the stand.

THE WITNESS KNOWS NOTHING ABOUT THE QUESTIONS.

Mr. Sullivan—Did you not know that there was a set of questions in your house in July, 1877, and did you not have a conversation with Ewald regarding it?

Mr. Conway—No, sir.

Mr. Sullivan—What could be the object of your wife testifying as she did?

Mr. Conway—I don't know.

Mr. Taylor—Did you ever see any of the questions?

Mr. Conway—No, sir.

THE HISTORY QUESTIONS.

Mr. Taylor—Did you never have any of the history questions?

Mr. Conway—No, sir. Never.

Mr. Taylor—Did you never take a slip of paper with history questions written on it to a person and ask him to hunt them up at the library?

Mr. Conway—No, sir.

Mr. Taylor—Be careful, and refresh your memory. Did you never ask any one to get the answers to these questions?

Mr. Conway—I often find points in reading that I want explained, or some explanations regarding something that comes up in my work, and I may have asked some one to look some up. But I have never known anything about the questions.

Mr. Taylor—Did you not tell this man that you were very grateful for the assistance given in obtaining the answers?

Mr. Conway—I don't remember that I ever gave any questions to any one to solve.

Mr. Taylor—Did you not give some of the questions to a proof-reader in the *Mail* office to solve?

Mr. Conway—I don't remember anything of the kind.

Mr. Taylor—When did you see Ewald last?

Mr. Conway—Some time since this investigation began. He called at my house at the request of my wife to see if he could do anything for her brother. While there the subject of the scandal was mentioned, and he said that he could exonerate himself from all charges. Nothing was said about testifying in any way. The conversation arose from something published about him in the papers.

Mr. Sullivan—Did you have any conversation with your wife regarding testifying?

Mr. Conway—She said that she now had a chance to get even. I believe that she was a willing witness. She said that she now had a chance to get even with Miss Smith, and was going after Maggie Moore. She asked me if I was going to lie. I believe she furnished my name to the Committee.

Mr. Sullivan—Did Ewald say anything, in the conversation you mentioned, about those who were to testify against him?

Mr. Conway—He spoke of Moore. He did not mention the Nagles or any one else that I remember. He was there only twenty minutes. He did not say that he wanted me to testify, and did not say that he had an attorney attending to this business for him.

Mr. Sullivan—How did Ewald come to call on you?

Mr. Conway—He came in answer to a note from my wife, who wished him to get her brother out of the country.

MISS FULDA RE-CALLED—A RELUCTANT WITNESS.

Miss Fulda was recalled, and in answer to Mr. Taylor testified: I know a Mr. Howser. I never told him that I knew some girls that had the questions before they went into the examination. It was only suspicion, and I decline to give my suspicions. I told Mr. Howser that I suspected that certain young ladies must have had the questions to get through.

Mr. Taylor—What kind of a man do you consider Mr. Howser for truthfulness?

Miss Fulda—I think he is truthful.

Mr. Taylor—Now to save time, I would like to have you give the names of those persons whom you had in mind when you spoke to Mr. Howser.

Miss Fulda—I decline to give names on suspicion.

Mr. Taylor—Mr. Chairman, I insist that we ought to have those names. I have good reason to believe that this witness knows more than she will tell us.

Mr. Smith—What names did you mention?

Miss Fulda—I don't remember that I mentioned any. There was a lady who asked me some seemingly unimportant questions before an examination which afterwards appeared at the examination.

The witness was allowed to give the name to the Committee privately.

To Mr. Taylor—The examination was in December, 1876. I don't know whether this lady asked me those questions one or two or three weeks before the examination. The questions which she asked were on music and drawing. The fact of her asking the questions, and these occurring in the examination afterward, was the only circumstance that aroused my suspicions.

MRS. CONWAY RECALLED.

Mrs. Conway was then recalled, and said: I heard the testimony of my husband. He spoke to me about the testimony. He said that if I exposed him in this affair, he would leave, and I told him to go.

Mr. Sullivan—How often did he see Miss Smith?

Mrs. Conway—He saw her when he returned to dinner.

Mr. Sullivan—Did he know that Miss Smith was going to San Rafael, and that she had the questions?

Mrs. Conway—I have heard my husband swear that he did not, and being his wife, I should not like to answer.

Mr. Sullivan—We will not press the answer. Did your husband know that the questions were in the house?

Mrs. Conway—I must refuse to answer, on the same grounds as before stated.

Mr. Sullivan—Do you know whether he did or not?

Mrs. Conway—Yes, sir.

Mr. Sullivan—I think that, in justice to yourself, you should answer. Your husband has contradicted you in what you have said.

Mrs. Conway—I have spoken the truth only. I told him before coming here that I would not perjure myself for anybody.

Upon the suggestion of the Chairman, Supervisor Smith, Mrs. Conway was allowed the privilege to make any modification of her testimony she would like to make. She said that she had no change to make, but would answer any questions that might be asked. She was then excused from further examination.

MISS GERTIE DIETZ BEFORE THE COMMITTEE AGAIN.

Miss Gertie Dietz was then called and came forward.

Mr. Smith—You were subpœnaed to-day. Have you any reasons to give why you did not obey the subpœna and come here?

Miss Dietz—Well, I am here. I came as soon I could. I came without waiting for any warrant.

Mr. Smith—Very well then.

Miss Dietz then gave the following testimony in answer to questions asked by Mr. Taylor: I first met Miss Kennedy about a year ago—in November or December, 1877. I did not know that she was preparing for an examination. My brother introduced me to her. She invited me to call. Think I did call a month or so after and had dinner at her house, and then I called again twice on business. I understood that she was to be a teacher. I don't know that she ever said anything about going into the examination. She told me she had two certificates, and I understood that she was looking for a position. We were not well enough acquainted to talk much about her affairs. I never went to her house when there was a lady there working out the questions. I never saw the questions in her possession. My brother never told me he had got the questions for her, nor that she had them. I first got acquainted with Mr. Ewald at Mrs. Ciprico's house. There were Chief Scannell, Harry Byrne, Mr. Ewald and several ladies there one evening. I did not go there by appointment to meet Mr. Ewald. I don't remember that I had a talk with him about school matters. I was not in the School Department then. I passed my first examination in 1873. It was somewhere within a year after this time that I met Mr. Ewald. I have not attended the High School. I went through the Rincon Grammar School and studied afterwards under Mrs. Black for a year and a half or two years. I passed my examination in September, I think. I cannot say what month it was that I met Mr. Ewald at Mrs. Ciprico's. I understood then that he was a man of influence in the School Department. Before my examination Mrs. Black posted me up by means of papers of questions used on the examinations of former years. I don't remember that I ever talked with Mr. Ewald about getting a position. I went to Mr. Rosecranz and finally he gave me my position. I think he gave it to me to get rid of me. Mr. Ewald never furnished me with questions before going into examination. Mr. Saunders of San Rafael did not come to my house in 1877. I do not know that Mr. Ewald ever brought Miss Kennedy to my house.

A SAN RAFAEL PARTY.

When I went to San Rafael in 1877, my cousin, Miss Schwab, and Mrs. Danielwitz were the only ones that I knew there. I did not know the questions before going into the examination. I did not see Mr. Ewald at San Rafael. I returned to the city as soon as the examination was over. I saw no signs of collusion among the applicants at the examination. I don't rememoer whether I was tardy or not. There were four of us that sat within the railing in the examination room. These were Mrs. Danielwitz, Miss Schwab, another young lady whom I do not remember, and myself. I never spoke to Mrs. Ashton. I don't think I was ever in her company going to or from the examination. I do not know Miss Maggie Moore. Mr. Ewald did not know that I was going to that examination.

THE VISIT TO MARYSVILLE—EWALD MET AT SACRAMENTO.

To Mr. Sullivan—I don't remember that Mr. Ewald was ever present at my house when Miss Kennedy called. My two brothers, my cousin and I went to Marysville in March of this year. I believe I met Mr. Ewald in Sacramento. It was a casual meeting as far as I was concerned. I knew nothing of my brother's affairs with Ewald, if he had any. I don't remember that my brother left us during the trip to Marysville, or that he had any private conversation with Mr. Ewald at Sacramento.

Mr. Sullivan—Did you ever call on Miss Kennedy after that examination in San Rafael?

Miss Dietz—It was a business call, and had nothing to do with questions or certificates. I also called afterwards on the same business.

Mr. Sullivan—What made you think that Mr. Augustine had a prejudice against young ladies from San Francisco?

Miss Dietz—I heard Mr. Saunders tell Mrs. Danielwitz that Mr. Augustine was going to make it warm for us, and that we could not get certificates.

Mr. Sullivan—Were you so seated at the examination that one could look over the papers of the others?

Miss Dietz—Yes, we could if we had looked very hard.

To Mr. Taylor—I had never seen Mr. Saunders before I went to San Rafael.

MEASURES TO BE ADOPTED TO HUNT UP CONCEALED WITNESSES.

Mr. Taylor—Mr. Chairman, I would like to inquire what powers we have to compel the attendance of witnesses whom we know to be in town and whose friends we have reason to think are keeping them away from the officers who wish to subpœna them.

Mr. Smith—I would suggest that the City and County Attorney would be the proper person to consult in the matter.

Mr. Taylor—This is an important question for us. We must secure our witnesses by some means. The Sergeant-at-Arms has told you that he went to the residence of Miss Mary Nagle today to subpoena her. He was told at the house that she was not at home. The officer went to her father's office and was informed that the young lady was at home, and was sick in bed. It seems to me that this Committee ought to take some steps to prevent its being trifled with.

Mr. Smith—The Finance Committee will give you the benefit of all the powers which the City and County Attorney may believe it to possess.

Saturday, Dec. 21.

TESTIMONY OF JOHN A. MOORE—MORE PERSONS IMPLICATED.

I will make as full a statement as I can of all the persons to whom I have given assistance by means of the examination questions. I have a list of the names of all such that I can remember. The list contains the names of Miss Laura Pfeiffer, Miss Nellie McFarland, Miss Elizabeth Giffin, Miss Anna Pratt, Mrs. M. E. Stovall, Miss Annie Stovall, Miss Alice Lelande, Miss Blanche Lelande. I am positive of giving assistance to these with the questions. There were other parties, but they knew nothing of the questions and should not be implicated. All of these, however, I am satisfied, had the use of the questions. The aunt of Miss Pfeiffer engaged me to assist her, but I became satisfied she could not pass on her merits, and so she had the use of the questions. This was, I am positive, in 1874. Miss McFarland, I thought, would pass very creditably on her merits. She stood very high and only needed a few credits. The matter of questions was raised and she desired them, but said she had no money, and I loaned her some and she got the questions, went in and passed. I wrote her a note after the matter came up, telling her that I could not leave the city, and had no disposition to run away, and asked her to furnish me some information, but she did not answer the letter. I have no doubt that Miss McFarland passed her first examination, and got a second-grade certificate legitimately in 1875 or 1876.

THE PRICES PAID FOR QUESTIONS.

It is my impression now that Miss McFarland had the questions from Miss Daly, but I cannot remember certainly how she did get them.

[Here Mr. Moore produced a note bearing McFarland's signature, dated the 6th day of November, 1877, and promising to pay Mr. Moore $40 by April 6, 1878.]

Mr. Moore then continued: She agreed to pay me $100, and she has paid only $35. I saw her sign the note at my house. I had given her some money with which to get the questions from Miss Kate Nagle. I saw her shortly after and found she had got them from Ewald, and asked for my money. At her house she had the questions rolled up, and told me the seals must not be broken if the parties did not take them, or it would cost me some money. The party who wanted them was Miss Kate Nagle. She had some of them at the time, and passed the

examination. I will not be positive that Miss McFarland obtained the questions then. Miss Giffin took some lessons of me, and I saw that she could not pass. I told her she could get the questions cheap, and she paid, I believe, $25 for them to me. I heard that Miss Anna Pratt wanted a certificate, and there was an opportunity for her to get them by going in with others. I got them for her for $50, of which I have received $40. I think she passed in 1876. Soon after this investigation began Mrs. Pratt came to me and urged me not to expose her daughter. Her daughter's name had slipped my mind, but as she had recalled it I told her I must give it. I would be glad to shoulder all the punisument in this matter, and let these ladies escape. Mrs. Stovall passed in Oakland and her daughter in this city. I gave the questions to Mrs. Stovall at her house, No. 210 Eddy street, and she paid me either $190 or $200 for them, I forget which. Ewald, Mrs. Daly and Miss Nagle are the only ones I ever got the questions from, except that on one accosion an unknown lady brought them to me.

MRS. STOVALL AND MISS LELANDE.

Mrs. Stovall teaches drawing in my school. She asked me one morning since this investigation has begun, whether she was to be dragged into it. I told her I thought she would. I think Miss Blanche Lelande had the questions and got a first-grade certificate. There is no doubt that both these ladies had them.

MR. MOORE MAKES A CORRECTION.

I wish to make a correction in my previous testimony as to Ewald's desiring to get me on the Board of Examiners. He met me on Kearny street one day and said he would speak to Mr. Shine in my behalf. Mrs. Daly told me she got the questions from Ewald, and Miss Mary Nagle told me the same thing. I got my first set of questions also from Ewald. I have no information as to where Mr. Ewald got the questions, and none of the ladies told me.

THE PRESCOTT, NAGLE AND MOORE INTERVIEW.

In my conversation with Mr. Prescott and Mr. Nagle, Mr. Prescott wanted the questions, and I made arrangements through Miss Mary Nagle with Ewald. Mr. Nagle perfectly understood the whole affair. Mr. Prescott and myself met Mr. Nagle at the foot of his stairs.

There was a tacit understanding among us that we would not expose each other. If I could avoid exposing them without perjuring myself, I would. I wish it to be put on the record that I say emphatically that Mr. Nagle did know that his daughter would get the questions from Ewald. He says he gave his daughter $200 for instruction. I say emphatically he knew it was to pay for the questions. I want to say that this has not been a matter of money on my part. One day Mr. Ewald met me just as some of my scholars were about to graduate, and said that the father of one young lady would give $100 for a diploma. We had some words about it and parted. That lady obtained a first grade certificate, but she was not a good scholar, if any other persons that I have not mentioned occur to me, I will give their names to the Committee. It is not my wish to go away and have any person say: "You did not tell about me."

I wish to deny that I had gone to Director Sullivan, and told him that Mary Nagle wanted to give him $100 for his influence in getting her into the Department.

Mr. Sullivan—Did you ever ask me for any money?

Witness—No; I never did.

Mr. Moore then said that he had not attempted to bribe Director Leggett, saying that he knew him well and that he could not be bought. Any body that said that he (witness) had said that Director Sullivan had his broker in Mr. Mountain, lied. In that connection, he would say that he never said, as had been hinted, that every Director has his broker. He had no knowledge that Mr. Sullivan had ever received any pecuniary benefit through the influence of his position. He did not know of any principals in the Department ever having had anything to do with the questions besides himself. He did not remember of any of them ever having had the questions. Mr. Nagle came to his house before he ever testified, and told him how to get out of the affair. Witness replied that he would clear himself by making a clean breast, and I would do it once for all thoroughly. And I say now that I blame nobody but myself, and do not propose to screen myself behind anybody else; and I say now that if the Board of Education would offer me a life position I would not take it. I told Nagle that I would not ask any mercy from the Board of Education and wanted none—nor do I.

TESTIMONY OF MRS. STOVALL.

Mrs. M. E. Stovall was called and sworn. She testified as follows: I am a teacher of drawing. I have a first grade and a special certificate. I obtained my first grade in June, 1877. I passed the examination in Oakland. Four years previously I had tried in this city and failed. I went to Oakland because I was not on friendly terms with a member of the Board of Examiners—Mrs. Dubois. My daughter passed at the same time in this city. I did not think it necessary to take her to Oakland. She did not know why I went to Oakland. I never told her that I had tried four years previously and failed. I saw nothing in the examination to make me think there was any collusion or fraud among the candidates. I had never seen the questions until I went into the examination room. I have known John A. Moore for about four years. I never studied under him and never conversed with him about the questions. He never showed me the questions nor ever said anything about them, and I never knew of his furnishing them to any one. I think he was at my house in June, 1877

Mr. Taylor—What kind of a package did he leave there then?

Mrs. Stovall—He left none.

Mr. Taylor—Did he leave any papers?

Mrs. Stovall—He did not.

Mr. Taylor—Did he leave the questions?

Mrs. Stovall—He did not.

Mr. Taylor—Had any one told you what questions were to be asked?

Mrs. Stovall—No, sir.

Mr. Taylor—Has Mr. Moore said anything about this matter since this investigation began?

Mrs. Stovall—No, sir.

Mr. Taylor—Did you ever ask him if you were to be dragged into this affair?

Mrs. Stovall—I did not.

TESTIMONY OF THE DAUGHTER OF THE PREVIOUS WITNESS.

Miss Annie M. Stovall was the next witness. She testified: I am an assistant in the Florida-street School. I have a first grade city and county certificate, and a second grade State. I obtained both certificates in San Francisco. The examinations were in March, 1876, and June, 1877. I saw nothing in the examination to lead me to think that any of the candidates had the questions in advance. I never was offered the questions, nor did I ever offer any money for them. I do not know either Miss Mary or Miss Kate Nagle. I have seen John A. Moore. I have never known from any applicant that she had had the questions before the examination. My mother and I did not prepare for the examination together. I had no special conversation with her about it. I have attended Professor Anderson's class in this city. I had seen none of the questions when I went into the examination.

Mr. Taylor—It seems a little strange that a young lady going into an examination should not talk with her mother about it?

Miss Stovall—I do not know that it is strange. My mother may have been too busy.

Mr. Taylor—Have you ever seen John A. Moore at your house?

Miss Stovall—Yes; he used to come there to give my brother lessons in arithmetic.

Mr. Taylor—Did he ever bring the questions to you?

Miss Stovall—No; he did not.

Mr. Taylor—When did you first know that your mother was passing the examination?

Miss Stovall—On the evening of the first day.

Mr. Taylor—Did it not seem strange to you that she had said nothing about it?

Miss Stovall—No, sir.

Mr. Taylor—Did you not think it strange that she went to Oakland?

Miss Stovall—No, sir, because I knew that she had failed here once before.

Mr. Taylor—Now is it not the fact that both you and your mother had the questions, and that she went to Oakland to prevent your both being detected by the similarity in the answers?

Miss Stovall (snarply)—It is not. We did not have the questions. My mother told me that she had gone to Oakland because Mrs. Dubois was not friendly to her. I knew that was the reason before she told me.

Mr. Taylor—Do you think that Mrs. Dubois was so unfriendly to your mother as not to do her justice at the examination?

Miss Stovall—I do.

Mr. Taylor—Did you think Mrs. Dubois would be unfair to you?

Miss Stovall—I did not think she would know me.

Mr. Taylor—What per cent. did you receive at that examination?

Miss Stovall—Eighty-six and seven-tenths per cent.

To Mr. Sullivan—I no not know Mr. Ewald.

TESTIMONY OF MORRIS SCHMIDT.

Morris Schmidt was next sworn. He testified: I am a broker. Do not know that I have any friends in the School Department. I may be slightly acquainted with some of the teachers. I have met Mrs. Danielwitz once or twice. Am not aware that I ever had any talk with any one about these examination questions.

Mr. Taylor—Did you ever pay any money for the questions?

Mr. Schmidt—No, sir.

Mr. Taylor—Did you ever tell a friend that you had purchased those questions from a certain lady?

Mr. Schmidt—No, sir.

Mr Taylor—Did you ever tell anybody that you gave $300 for the questions?

Mr. Schmidt—Most emphatically, no.

Mr. Sullivan—Do you know Mr. Ewald?

Mr. Schmidt—I may know him by sight. I don't recall him now.

TESTIMONY OF MISS LAURA PFEIFFER.

Miss Laura Pfeiffer was then called. She testified: I am a teacher in the Geary-street school. I have a third-grade certificate. Think it is dated 1873. Have a first-grade dated March, 1875. I attended both examinations in this city. I noticed nothing at the examinations to lead me to think that any of the candidates had seen the questions. I had not seen the questions. I took lessons of John A. Moore in arithmetic and algebra before my second examination. No one offered me the questions for that examination, nor told me that they could be had for money. I did not offer money for the questions, nor did I have any access to them previous to either of my examinations.

Mr. Taylor—Had not Mr. Moore prepared you on the questions?

Miss Pfeiffer—Not that I remember.

Mr. Taylor—What young ladies do you remember to have seen in the class with you?

Miss Pfeiffer—Miss Woolt, Miss O'Brien and Miss Fay.

Mr. Taylor—Did Mr. Moore say to you that you could not get a first-grade certificate unless you had the questions in advance?

Miss Pfeiffer—No, sir, not that I remember.

To Mr. Taylor—I ceased taking lessons of Mr. Moore about a week before the examination. I left off then because I felt myself prepared. Mr. Moore never said anything about the questions to me before the examination.

To Mr. Bacon—I never had any reason to believe that Mr. Moore was dabbling in the questions. I should think it very strange if he made statements contrary to those I have made here to-night.

Mr. Taylor—Did you pay Mr. Moore $100 for those questions?

Miss Pfeiffer—No, sir, I did not.

Mr. Taylor—Did any one else pay it for you?

Miss Pfeiffer—No, sir.

Mr. Taylor—Do you know Ewald?

Miss Pfeiffer—I do not.

THE WITNESS VISITS MOORE.

Mr. Sullivan—Mr. Moore has testified that you paid him $100 for those questions. What have you to say to that?

Miss Pfeiffer—I think he must be mistaken.

Mr. Sullivan—Have you seen Mr. Moore recently?

Miss Pfeiffer—I saw him to-day at his house. I heard from Mr. Robinson that Mr. Moore had implicated me. I saw Mr. Moore at his house about 6 o'clock this evening, and he said that he thought he had given me the questions. He said that so long a time had passed that he could not positively remember, and that he could not swear to it.

Mr. Sullivan—What was his exact language on the subject?

Miss Pfeiffer—He said he was not sure whether he had given me the questions or whether he had helped me on the questions, or whether I had given them to him.

Mr. Sullivan—What did you say to him?

Miss Pfeiffer—I told him that I did not think I had had the questions, and that he must be mistaken.

To Mr. Taylor—Mr. Moore told me that he had given the Committee the names of all the persons who had taken lessons of him or whom he had assisted.

ANOTHER TEACHER'S VISIT TO MOORE.

To Mr. Smith—There was another young lady at Mr. Moore's house to-night. It was Miss Crothers. She is a teacher, I believe, in the South Cosmopolitan School. I did not hear what she was talking about. She left soon after I came in.

MRS. STOVALL RECALLED—A SLIGHT DIFFERENCE BETWEEN HER TESTIMONY AND THAT OF HER DAUGHTER.

Mrs. Stovall was then recalled.

Mr. Taylor—Mrs. Stovall, do you not think it strange that you did not tell your daughter that you were going to Oakland to pass that examination?

Mrs. Stovall—No, sir, it is not. I am not in the habit of telling her much about my affairs. I never told her until to-night that I had tried an examination in this city four years ago and failed.

Mr. Taylor—Mr. Moore has testified that he took the questions to you and your daughter, and that it was understood that you were to go to Oakland to avoid detection through similarity. Now, what have you to say to that testimony?

Mrs. Stovall—I think it is wrong.

Mr Taylor—Well, do you say that it is wrong?

Mrs. Stovall—Yes, I say that it is wrong.

Mr. Taylor—Do you know what motive he could have in making such a statement?

Mrs. Stovall—I do not. I can only think that he has made a mistake in the persons.

Mr. Taylor—Did you pay Mr. Moore for his instruction to your son?

Mrs. Stovall—I did. I think he gave my son fifteen lessons. I have a receipted bill.

Mr. Taylor—You have testified here to-night that you never told your daughter until to-night that you had tried four years ago and failed.

Mrs. Stovall—Yes, sir.

Mr. Taylor—Then why did she say that she was not surprised at your going to Oakland, because she knew you had tried here before and failed?

Mrs. Stovall—She did not say so.

[Here the stenographer read from his notes the testimony of Miss Stovall where she made the statement about having known that her mother had tried an examination and failed.]

Mrs. Stovall—I may possibly have told her on the evening of the first day of the examination; or she may probably have learned it at a previous school investigation.

TESTIMONY OF MISS GIFFIN.

Miss Elizabeth Giffin was then called. She testified as follows: I am not a teacher. I have a second and third-grade certificate. I passed my first examination in 1865. I do not know Ewald. I have been to examinations at San Rafael. Obtained a certificate there in 1865. I don't remember seeing Mr. Ewald at San Rafael.

Mr. Taylor—Miss Giffin, we have been told that you were offered these questions at San Rafael, by Mr. Ewald, and that you refused to take them. Is that so?

Mrs. Giffin—No, sir. He never offered them to me. I never spoke to Mr. Ewald, and I don't remember that I saw him at San Rafael. I don't remember ever making any statement to that effect to Mr. Muller of San Rafael.

To Mr. Taylor—I know Mr. Moore. Had no talk with him about the questions before my examination at San Francisco in 1877.

Mr. Taylor—Do you remember Mr. Moore calling at your house in September, 1877?

Miss Giffin—I do not.

Mr. Taylor—Mr. Moore has testified that he called at your house and brought you the questions. Is that true?

Miss Giffin—It is not. I never had the questions. He never brought them to me nor offered them to me.

A DELINQUENT WITNESS.

Annie Pratt was called but did not answer.

FRANK DIETZ CONTRADICTS SOME OF HIS BROTHER'S TESTIMONY.

Frank Dietz was the next witness, and said: I am the brother of Ferdinand Dietz. I know Miss Kennedy quite well.

Mr. Sullivan—Do you remember going on an errand for your brother to her?

Mr. Dietz—I do. I took a note to her.

Mr. Sullivan—Did you get any money from her then?

Mr. Dietz—I did not, unless it was enclosed in the envelope. That same afternoon my sister, brother and myself went to Sacramento, where we saw Ewald. I did not see my brother have any private conversation with Ewald at that time, and I was with him all of the time.

Mr. Sullivan—Did you ever hear your brother mention the procuring of questions in connection with Ewald?

Mr. Dietz—I did not. I have never heard my brother say anything about the questions.

Mr. Sullivan—Did Ewald ever call at your house while your sister was preparing for the examination in San Rafael?

Mr. Deitz—Not that I know of. I do not remember that Miss Kennedy ever came to the house with Ewald. Mr. Saunders has never been at my house to my knowledge.

Mr. Bacon—Did you know what was the contents of that note?

Mr. Dietz—No, sir. I did not see it, and delivered it to my brother in person.

Mr. Bacon—Could you not have told had there been money in the note?

Mr. Dietz—I don't know that I could. I did not know for what I was sent. I was merely told to take the note and wait for an answer.

Mr. Bacon—Did you know that your brother got any money at that time?

Mr. Dietz—I do not know that he did.

FERDINAND DIETZ' RELATIONS WITH EDWARD EWALD.

The next witness called was Ferdinand Dietz.

Mr. Taylor—I believe that you said that you knew Ewald. Where did you first meet him, and how long ago?

Mr. Dietz—I met him first about four years ago. I met him first, I think, at the Ciprico's.

Mr. Taylor—How friendly have you been with him?

Mr. Dietz—He was always ready to assist me, and I was always ready to do him a favor.

Mr. Taylor—How did this intimacy arise?

Mr. Dietz—He first tried to assist me in getting a place, but did not succeed. Our intimacy was the result of business relations in a great measure.

Mr. Taylor—How many business transactions have you had with him?

Mr. Dietz—Well, I don't know but that what I have said was all.

Mr. Taylor—How intimate were you?

Mr. Dietz—I would do him a favor if I could, and he would do me a favor—for instance, lend me money.

Mr. Taylor—Did you ever do him a favor?

Mr. Dietz—I don't remember any in particular.

Mr. Taylor—Why did you introduce Ewald to Miss Kennedy?

Mr. Dietz—I introduced him in order that he might assist her.

Mr. Taylor—Did you tell him that you wished him to help her?

Mr. Dietz—I think I might have done so.

Mr. Taylor—Where did you speak of this?

Mr. Dietz—It might have been in the Fire Commissioners' office.

Mr. Taylor—Who suggested this introduction?

Mr. Dietz—Miss Kennedy. I spoke to him at her request, as she had heard that he could assist her.

Mr. Taylor—Did you tell her that Ewald could assist her?

Mr. Dietz—I did, sir.

Mr. Taylor—What occurred at this interview of Ewald with Miss Kennedy? Was anything said about assisting Miss Kennedy?

Mr. Dietz—I don't think there was. I don't remember anything.

Mr. Taylor—What was the conversation between you and Ewald while going to the house?

Mr. Dietz—I might have said that she had a second grade certificate.

Mr. Taylor—Did she ever say anything about a first-grade?

Mr. Dietz—Nothing was said at that time.

Mr. Taylor—For what purpose was this introduction?

Mr. Dietz—It was for the purpose of seeing Miss Kennedy, and assisting her to get into the School Department.

Mr. Taylor—Did he say that he was well posted in school matters?

Mr. Dietz—No, sir. I have heard him called for years the thirteenth member of the Board of Education. [Laughter.]

Mr. Taylor—What was said when you introduced Ewald?

Mr. Dietz—Nothing was said, as the object of the visit was understood.

Mr. Taylor—Who left the house first?

Mr. Dietz—I did. I left the house first, and stood on the stoop until they came out. They seemed to want to be alone together, and I left them.

Mr. Taylor—Did you not feel indignant that a girl in whom you had so much interest, and on whom you waited, should denote that she did not wish your company, and that, too, when there was a strange man in the case?

Mr. Dietz—Well, not particularly. That was all right. [Laughter.]

Mr. Taylor—What was the conversation between them?

Mr. Dietz—I don't know. I thought they were making arrangements to see each other again.

Mr. Taylor—Your only object in your taking Ewald there was to get a position for her?

Mr. Dietz—Yes, sir.

Mr. Taylor—Did it not strike you as strange, then, that they should talk in such a manner as to exclude you?

Mr. Dietz—Well, I don't know that I do.

Mr. Taylor—Was it not strange to exclude the very man who was anxious to help her in the matter about which they were talking?

Mr. Dietz—Not that I know of. I left of my own account, and smoked on the sidewalk in front of the house.

Mr. Taylor—When Ewald came out did you ask him what he was talking about?

Mr. Dietz—I did not. He appeared to be favorably impressed with her, and said that he might help her.

Mr. Taylor—Did he ever tell you what they talked about?

Mr. Dietz—No, sir. She seemed to be unwilling for me to know. I thought, however, that it was on school matters.

Mr. Sullivan—How often did Ewald call there?

Mr. Dietz—Very frequently. I met him there often. I was never excluded from their society again.

Mr. Sullivan—When did you cease your visits to Miss Kennedy?

Mr. Dietz—Soon after I was discharged from my position in the Water Company's office, in November, 1877.

Mr. Sullivan—Did you know that she was preparing for an examination?

Mr. Dietz—I thought that she was. She might have told me that she was.

Mr. Sullivan—Did you tell her that your sister was studying up at San Rafael?

Mr. Dietz—I did not. I used to see my sister and her friends studying at night at the house.

Mr. Sullivan—Did not Miss Kennedy state that Ewald wished her to go to San Rafael?

Mr. Dietz—No, sir.

Mr. Sullivan—Did you call on her after the examination?

Mr. Dietz—Yes, I called frequently, I think.

Mr. Sullivan—Did Ewald ever mention any Directors with whom he had influence?

Mr. Dietz—He mentioned some names at the last election.

Mr. Sullivan—Whose names did he mention?

Mr. Dietz—He mentioned Mr. Hiester's name, and he mentioned yours.

Mr. Sullivan—What did he say?

Mr. Dietz—He asked me to vote for them, and I did. He may have mentioned other names but I don't remember them now.

Mr. Sullivan—How about that letter in which there were false statements?

Mr. Dietz—She had said something about Ewald giving her the papers, and that she had paid him $100. I wished to get some money, and I thought that I could get it by telling her that I could get the questions for $10.

Mr. Sullivan—Were you not surprised to find that she had paid $100 to a friend of yours, who was to assist her out of friendship for you and her?

Mr. Dietz—Well, I was. I hardly believed it at first.

Mr. Sullivan—Did you get any part of this money?

Mr. Dietz—No. I wish I could have got some, for I needed it badly at that time.

Mr. Sullivan—Have you ever introduced Ewald to other girls for the purpose of helping them to the questions?

Mr. Dietz—I never have done so.

Mr. Taylor—For what was the money paid?

Mr. Dietz—I think she said that it was for the questions or for a position. I have forgotten which. I did not know at the time of the examination that she had the questions.

Mr. Taylor—Did you ever write Miss Kennedy a note relating to these questions?

Mr. Dietz—I don't remember anything of the kind.

Mr. Taylor—Did you not congratulate her upon her success in getting the questions?

Mr. Dietz—I don't remember that I did.

Mr. Taylor—Did you ever talk with her about the questions in the parlor at her house?

Mr. Dietz—I don't remember that I did; but I will not swear positively.

Mr. Taylor—Did you have any such conversation previous to February?

Mr. Dietz—No, sir. I am sure that I never did.

Mr. Taylor—I wish you to be sure of this. Will you swear?

Mr. Dietz—I am sure I am right. I will swear to it.

Mr. Sullivan—Where did Ewald have his office?

Mr. Dietz—Well, he had his office, or meeting place at the old Fire Commissioners' office. If any one wished to see him they could find him there. He was not connected with the office.

Mr. Sullivan—Do you know what Ewald's business was?

Mr. Dietz—I never knew that he had any.

Mr. Sullivan—How did you think that he got his money then?

Mr. Dietz—That is what always surprised me. But I never made any inquiries. He said that he had assisted many girls to positions. I never was employed by him, but have always done him favors when I was unemployed.

ne sent for me to call upon him at the school, and I went, out of curiosity to see what he wanted. I took a lady friend with me, at which he became very angry, and said that I had told. He threatened me if I had said anything about what had passed. He spoke of a position in his school, and said that he could procure it for me if I would do as he wished. The night before Ewald was called to the stand he called upon me, and wanted to know if I would be his witness and testify in his behalf. He evidently knew of Moore's character, and of the circumstances which I have related. He did not say anything about the questions. Mr. Moore said that he would have his revenge if I said anything about what had passed, and I supoose that he is taking his revenge in charging me with having bought the questions from him for $50.

To Mr. Bacon—My mother did not tell my father or brother of this affair, not wishing any publicity to be given to it by anything that they might do.

MRS. PRATT CORROBORATES HER DAUGHTER'S TESTIMONY.

Mrs. Pratt was next sworn, and said: My daughter's testimony is true in every respect. I asked her not to tell any one else than myself and the lady whom she had already told. My son had heard on the street that Moore was going to call upon my daughter to testify to his good character, and I called upon him at his office to see about it. I told him that I had heard the reports, and asked him not to mention what had taken place. He said that he had said nothing of the kind.

Mr. Laven—Why did you go to him?

Mrs. Pratt—Because I did not wish him to drag my daughter into this investigation, and I could not allow her to go on the stand and testify as to his good character.

The above is all of the testimony that was taken in private, and the remaining witnesses were examined in public in the rooms of the Board of Supervisors.

Saturday, Dec. 21.

FOURTH SESSION (PRIVATE).

TESTIMONY OF MISS PRATT.

Miss Pratt appeared before the Committee and gave the following testimony:

I live at 951 Mission street. Am a teacher, and have taught since January, 1877. I got a first grade certificate in 1876. I did not have access to the questions at that time.

Mr. Taylor—Were the questions offered to you?

Miss Pratt—I was offered them indirectly, as follows: Before I left the High School, Mr. Moore asked me to see him when I graduated. When I determined to try an examination, I went to Mr. Moore to study up with him. During that time Mr. Moore insulted me, and told me that if I would comply with his wishes he would see me through the examination. This happenend in his office at the school. He locked the doors, and it was only by rushing to a window, throwing it up and threatening to cry for help, that I succeeded in compelling him to open the door and allow me to depart. He tried to induce me to call at his office or his house at some future time. I told my mother and another lady of this as soon as I escaped from him. I entered the examination, and failed. I did not see him again for sometime afterward, when he called upon me just before the next examination, and said that he would see me through that examination if I would not divulge what had happened. I refused to do as he wished, and ordered him out of the house. After I got my certificate

Saturday, Dec 21.

FIFTH SESSION (PUBLIC).

Miss Rosa Maguire was called and sworn. She testified: I hold two certificates to teach. I passed my first examination in March, 1877, and got a third grade county certificate. I passed at San Rafael. I next passed in June of the same year. I obtained a second-grade State certificate. Passed that at San Rafael also. I graduated at the Eighth-street Grammar School about 1872. I had had access to the questions before going into the second examination. They came to me through Mr. Ewald. They came to me by a lady friend of mine, Mrs. Margaret Dean, the Principal of the Columbia-street school. She delivered them to me in person at her house on Folsom street. She sent her son for me to tell me that she wanted to see me. I do not exactly remember what she said to me, but she gave me the questions or a copy of them. They were written on ordinary foolscap. Mrs. Dean did not wish me to pay for them nor did she say she had paid for them. She did not say directly where she got them, but I knew that Mr. Ewald had been a friend of the Deans and I had an idea then that they came from him. When the questions were first offered me I refused.

To Mr. Bacon—Mrs. Dean never told me about giving the questions to any one else.

To Mr. Taylor—Mrs. Dean knew that I had been teaching in a private school, and that I wanted to get into the Department, but I did not ask her for the questions and did not suppose she was going to give them to me, until she placed them in my hand.

To Mr. Laven—I had a talk with a young lady at San Rafael who, I believe, had the questions. Her name was Miss Maggie Fullard. I know Mr. Ewald by sight. I met him once at Mrs. Dean's house. Did not talk about the questions. This was on the day when I got the questions at Mrs. Dean's. Ewald came into the room soon after she gave me the questions. Ewald did not talk didectly about the questions, but I understood that they came from him. I know Miss Maggie Moore by sight. Have not the slightest idea whether she had the questions or not. I do not know the names of any person that had the questions except the young lady whom I have mentioned. I do not know where she got her questions. We worked them up together at San Rafael. She used my paper of questions. I did not see her copy.

To Mr. Taylor—I obtained my third grade certificate honestly. I had not seen the questions previous to that examination.

To Mr. Smith—It was three or four days before the examination that Mrs. Dean gave me the questions. She did not say that she got them from Mr. Ewald, but I supposed that they came from him from the reports that I had heard of him and the fact that he was intimate with the Dean family, and from seeing him at her house on the day when she gave them to me.

Miss Emma F. Weatherbee was then called. She testified as follows:

I passed my first examination in December, 1874, and obtained a third-grade certificate. I next passed in June, 1877. I received a second-grade county certificate and a first-grade State certificate at the latter examination.

Mr. Taylor—Do you understand why it was that you got a first-grade State, when you only got a second-grade county certificate?

Miss Weatherby—I do not. I only know that when my papers were sent to Sacramento they were marked higher in arithmetic and several other studies than they were by the County Board that examined them.

To Mr. Taylor—I have attended Professor Anderson for about three months. I did not have the questions in advance of any examination, and know nothing about them. I met Mr. Ewald nearly a year ago, when I was a substitute at the Columbia street School. I am slightly acquainted with him. I did not have any talk with him about the examination, nor did I ever have any talk with Mrs. Deane about the examination.

Miss Louisa Jonas was next called. She testified as follows: I went into an examination in March, 1877, in Oakland, and next in June, 1877, in San Rafael, and I passed the last examination in this city. I went to San Rafael because my mother was lying sick near that place. During that examination I saw nothing wrong. I had not seen the questions, and did not know of any one that had. My sister-in-law was at that examination. I knew a few others by sight. No one had offered the questions to me or spoke to me about them. I do not know Mr. Ewald or Mr. Moore.

To Mr. Sullivan—I attended the High School for two years. The only special instruction I had was one month in arithmetic with Mr. O'Connor.

MISS M'FARLAND CONFESSES HAVING PURCHASED THE QUESTIONS FROM MOORE.

Miss Nellie F. McFarland being sworn testified as follows: I am a teacher in the Union Grammar School. I have a first grade State certificate and three second and third grade county certificates.

Mr. Sullivan—Have you any way of accounting for your getting a first grade State when you only got a second grade county?

Miss McFarland—Yes, sir; my papers were sent to Sacramento. My percentage was raised from 81 7-10 to 85 per cent.—just enough to give me a first grade.

Mr. Sullivan—Did any one write to Sacramento, asking to have your credits increased?

Miss McFarland—I don't know, but Mr. Moore

told me he had gone to Sacramento, and tried to get my papers marked higher. He had spoken to Mr. or Mrs. Carr, I am not sure which, and he said they raised the credits through his influence.

Mr. Sullivan—Did you think the State Board marked you fairly?

Miss McFarland—Yes, sir.

Mr. Sullivan—Where did you pass your examinations?

Miss McFarland—In this city. The examinations were in 1874, in September, 1875, in December, 1876, and in March, 1877. It was at the last that I had a first grade certificate given to me.

To Mr. Sullivan—I did not see the questions before any of the first three examinations, nor did I see anything to make me think that any of the candidates had had access to them or used any underhanded means in order to pass those examinations. I had access to the questions before the examination of March, 1877. Mr. Moore sent a note to my house through one of my sisters, who was attending his school, asking me to come to see him. I went. He at once broached the subject and offered me the questions. I refused to take them and then he told me to consult my mother. I did so and she told me to do as I pleased. I thought that others had them and that I had worked hard enough to deserve a first-grade certificate, and so finally I took them. Mr. Moore asked $100 for the questions. I gave him two notes of $40 each. It was three or four days before the examination that he spoke to me of the questions. It was one day before the examination that he gave them to me. He gave me the different sets on different days. No one rendered me any assistance in working out the questions except Mr. Moore. He helped me on the arithmetic examples. [Here the Committee's copy of questions was shown to the witness.] I think the writing was something of that style. The paper seemed to be oiled. Mr. Moore said nothing to me as to the source whence he got these questions, and until this investigation began I supposed I was the only one to whom he had given them.

Mr. Sullivan—Do you know Mr. Ewald?

Miss McFarland—I do not.

Mrs. Emma S. Code was the next witness. She testified: I am in the Florida-street School. have three third grade certificates, and a first grade State certificate. I passed my first examination in 1870. I next passed about 1873; next in December, 1875, and last in June, 1877, when I got a first grade certificate. I passed the last examination at San Rafael. In none of my examinations had I seen the questions in advance.

Mr. Taylor—Why did you go to San Rafael?

Mrs. Code—On account of quietness.

Mr. Taylor—Had you access to the questions before that examination?

Mrs. Code—No, sir.

Mr. Taylor—Had you seen them?

Mrs. Code—No, sir.

Mr. Taylor—Had any one offered them to you?

Mrs. Code—No, sir.

Mr. Taylor—Did you see any evidence of improper conduct at that examination?

Mrs. Code—No, sir.

To Mr. Taylor—I had been acquainted with Mr. Saunders, having lived in San Rafael, but I had not seen him for several years before. I had no talk with him about the examination. I did not see Mr. Saunders until he came into the examination room. I am not acquainted with Mr. Ewald. I have known Mrs. Margaret Dean for several years; have had merely an ordinary acquaintance with her. Never had any talk with her about examinations. I had told Miss Weatherby that I was going to San Rafael. She went to San Rafael also. We studied a little together before we went.

Mr. Taylor—What special preparation had you?

Mrs. Code—I had studied with Professor Anderson, and I also studied arithmetic and other branches by myself.

Mr. Taylor—How far did you go in algebra?

Mrs. Code—To equation.

Mr. Taylor—Of what degree?

Mrs. Code—I don't know. It is over a year, and I do not remember.

Mr. Taylor—When you studied algebra alone did you go as far as equations of the second degree?

Mrs. Code—I think I took some of them.

Mr. Taylor—Did you go as far as quadratics?

Mrs. Code—I don't think I did.

Mr. Taylor—Did you go as fas as equations of more than one unknown quantity?

Mrs. Code—I did.

Mr. Taylor—Did you go as far as equations with three unknown quantities?

Mrs. Code—I think I only went as far as equations of two unknown quantities.

Mr. Taylor—Did you go as far as elimination.

Mrs. Code—I do not think I did. I do not remember exactly.

ONE WHO WAS OFFERED THE QUESTIONS, BUT DID NOT PURCHASE THEM.

Miss Mary A. Fay was the next witness, and testified: I am a teacher in the Potrero school. Have taught since March, 1873. I hold a first grade State certificate. I hold a second and third grade also. I passed my second examination at Oakland, in 1875, where I got a second grade. In December, 1877, I got a first grade at San Rafael. I attended several other examinations at which I failed. I have never had access to the questions at any of the examinations, and have never known that any one has had them. They have never been offered to me, and I have never offered money for them. I attended Prof. Anderson's Normal Class once, and Prof. Williams' once, I have never seen any collusion or cheating in the examinations. I went to San Rafael because I wished to be where I was unknown, if I failed. My certificate was signed by every examiner, including Mr. Augustine.

Mr Sullivan—That last speaks well for your papers. Do you know Ewald?

Miss Fay—Shortly after I got my certificate he called at the school, and I was introduced to him. I have not spoken to him since.

Mr. Sullivan—Do you know Mr. Moore?

Miss Fay—He sent a note to me once, asking me to call at his office. I went there, and he told me that I could get a first-grade certificate for $50.

Mr. Sullivan—Did he tell you how this certificate could be obtained?

Miss Fay—No, sir. I did not entertain his proposition, and have not seen him since. I don't know any teacher who has had the questions.

ONE WHO EMPHATICALLY DENIES HAVING RECEIVED THE QUESTIONS FROM MOORE.

Miss Alice H. Lalande was next called, and said: I live at 732 Sixteenth street. I am a teacher in the Bush-street Primary School. I hold only a first grade State certificate, which I got in March, 1877, in this city. I went through a full course at the Denman Grammar School, High School and Normal Class. I had no other preparation. I did not attend Professor Anderson's class, I did not have access to the questions.

Mr. Taylor—Did Mr. Moore or any one else leave them at your house?

Miss Lalande—No, sir.

Mr. Taylor—Mr. Moore says that he left them at your house.

Miss Lalande—He did not.

Mr. Taylor—Did he furnish them to your sister?

Miss Lalande—No, sir.

Mr. Taylor—Can you give any reason why Moore should drag your name in?

Miss Lalande—I do not know of any.

Mr. Taylor—Do you know Mr. Moore?

Miss Lalande—I know him slightly, and know his daughters well. He has called at the house to give lessons to my sister. I don't remember when that was, though.

Mr. Taylor—It seems very strange that you

should know that he called to give lessons to your sister, and not know somewhere about the time at which he came.

Miss Lalande—Well, it was somewhat about two years ago.

Mr. Taylor—How did you become acquainted with Mr. Moore?

Miss Lalande—I became acquainted with him through his daughters, who were in my class. I think that it was about my last year in the High School that he was giving lessons to my sister—in May, 1876.

Mr. Taylor—How often did he call at the house?

Miss Lalande—He did not call more than two or three times. My sister used to go to his office or to his house three or four times a week. She attended, I think, the examination with me in March, 1877.

Mr. Taylor—Is it not strange that you can't remember positively?

Miss Lalande—I think she went out of the city, and did not attend here at all, but I am not sure. I think she went to Oakland, where she got a third grade. She got a first grade in this city in 1877. She is not a teacher.

Mr. Taylor—Mr. Moore has testified that he gave you and your sister the questions?

Miss Lalande—It is not true. I deny it emphatically.

Mr. Taylor—What could be his object in dragging your name into this investigation. Has he any enmity towards you, or have you toward him?

Miss Lalande—There is nothing of the kind.

Mr. Taylor—Have you seen Mr. Moore since this investigation began? Has he called at your house?

Miss Lslande—No, sir.

Mr. Taylor—Mr. Moore is quite positive that you had the questions. Did you ever have any questions propounded to you before the examination that you saw them?

Miss Lalande—I did not.

Mr. Taylor—Do you know Mr. Ewald?

Miss Lalande—No, sir.

Mr. Taylor—Did you ever hear your sister speak about having the questions?

Miss Lslande—No, sir; she has never told me she had the questions. She attended the examination at the same time I did.

Mr. Taylor—Why did she go to Oakland and you stay here?

Miss Lalande—She was advised to go over. She came over every night, and we used to study up together.

Mr. Taylor—Will your sister be able to attend the investigation?

Miss Lalande—She is now sick, and I don't think she will be able to attend.

TESTIMONY OF ROBERT F. PRATT.

Robert F. Pratt was called and sworn. He testified: I am a clerk in a stockbroker's office. I have a sister in the School Department. When this investigation began I heard that Mr. Moore was to bring some of his class-pupils to testify here as to his good character. It was a chance remark that I overheard.

Mr. Taylor—Did you hear that Mr. Moore was going to implicate your sister?

Mr. Pratt—I did not. I told my sister about what I had heard, and I think she made no remark.

To Mr. Bacon—I do not know what my sister has testified to to-night. I heard enough from what they said this morning to form an idea of what she was to testify to. They kept it from me. If I had known it I do not think Mr. Moore would have lived to come here. I have known Mr. Ewald for two or three years. I have heard that he called at our house and wanted us to come up and testify against Mr. Moore. This was the night before he testified here.

To Mr. Bacon—I do not think Mr. Ewald has been at the house since that time.

To Mr. Taylor—I met Mr. Ewald soon after he had testified. We had no particular talk. My mother and sisters told me to-night that I was wanted and so I came here. My sister did not tell me what she was going to testify to, nor did my mother.

Thursday, Dec. 26.

SIXTH SESSION.

Miss Mary Nagle was first called and sworn.

Mr. Taylor—In your former testimony I understood you to state that you had transactions with John A. Moore, in reference to the examination questions?

Miss Nagle—Yes, sir.

Mr. Taylor—Please tell all that you know about it.

Miss Nagle—I became acquainted with Mr. Moore in June or July, 1877. I went to his office with my sister, who was studying with him. I had no conversation then with him about the questions. Some nine or ten months afterwards he sent me with the questions to Mr. O'Brien. During those months I saw him often at his office, where I went to return books and consult him. He called at the house a few times during that time. He sent me a note asking me to call at his office. I did so about 6 o'clock in the evening. When I went there he asked me if I would take the questions to Mr. O'Brien. He said he wanted to sell them, but knew Mr. O'Brien, and said he could not sell them to him, but that I could. So I took them as he asked me to do.

Mr. Taylor—How often had you seen Mr. Moore at that time?

Miss Nagle—I suppose about fifteen or twenty times.

Mr. Taylor—Do you know Mr. Ewald?

Miss Nagle—No, sir.

Mr. Taylor—Did you ever go to his house?

Miss Nagle—No, sir.

Mr. Taylor—Did he ever give you questions for examination?

Miss Nagle—No, sir.

Mr. Taylor—Did he ever send you the questions for any one else?

Miss Nagle—No, sir.

A SIGNIFICANT NOTE.

Here the witness was handed a note, of which the following is a copy:

I went to his house at half-past eight this A. M. This is all I could get. I am to meet him between ten and eleven this A. M again, and he promises to give me at least the first day's work and this evening the rest. I send these papers to you to copy. I haven't time to copy them, and Kate can not read them. My brother will wait for the original, as he has to meet me to, so I can return them this evening. Yours, etc., M.

THE AUTHORSHIP OF THE NOTE ADMITTED.

Mr. Taylor—Is that note in your handwriting?

Miss Nagle—Yes, sir. I wrote that note at Mr. Moore's dictation. I don't know what I wrote it for or what it meant.

Mr. Taylor—To whom did you refer when you said "his"?

Miss Nagle—I don't know. I wrote it at Mr. Moore's dictation. He knew what he meant. He was to give me the questions for copying them, and he said that they were not the right set, and that he was to have $200 for them from a gentleman. The right questions had not come, and Mr. Moore was afraid he would lose the money if he did not give the gentleman some questions, so as to make the gentleman suppose it was all right. Mr. Moore got me to write that note to him, to keep him quiet for a day or two until the right ones could be obtained.

Mr. Taylor—Then you knew this letter was written to deceive, did you?

Miss Nagle—Yes, I suppose I did, but as Mr. Moore was employed in the School Department I supposed he knew what was right and proper. [Laughter, in which the School Directors joined heartily.]

MOORE CALLED UPON TO FURNISH PROOF.

Mr. Taylor—Now, is it not a fact that you wrote this note when you were expecting to get the questions from Mr. Ewald?

Miss Nagle—No, sir, I did not. If Mr. Moore says so, let him prove it. He cannot prove it. I never saw Mr. Ewald, nor heard of him until this investigation began. I know very little more about this matter. I once heard Mr. Moore say that it was $5,000 in his pocket when A. L. Mann was elected to office. Mr. Moore said this to my father in my presence, and I know that before Mr. Mann was elected Mr. Moore was very active for him. This occurred at my father's office. When Mr. Moore was writing these bogus questions he did not tell me from whom he expected to get the right ones.

A MUSIC TEACHER DRAWN IN.

I once overheard a conversation that gave me the impression that Moore got the questions from a music teacher named Price.

Mr. Taylor—To how many persons did you take the questions for Mr. Moore?

Miss Nagle—To Mr. O'Brien only.

Mr. Taylor—Have you ever passed any examinations?

Miss Nagle—At Red Bluff and at Oakland in 1877.

THE WITNESS HAD THE QUESTIONS LAST NOVEMBER.

I had the questions for the last examination in November. Mr. Moore gave them to me, and I the took papers into the examination room.

Mr. Taylor—Did you communicate any of your information to those about you in the examination?

Miss Nagle—I don't like to answer. I helped one young lady. I don't know her name.

Mr. Taylor—Then we understand you to say that you don't know Mr. Ewald, and have never in any way communicated with him?

Miss Nagle—Yes, sir.

SIGNING THE NAME OF MRS. WILSON.

Mr. Taylor—How did you come to sign the name Mrs. Wilson to any of your letters?

Miss Nagle—I only signed that name to two letters. Mr. Moore said there was a Mrs. Wilson that was going to pass in Oakland and had the questions. There was a lady living at Mr. Moore's house, who, he said, tampered with his letters, and opened them by steaming them over a kettle. I knew that this Mrs. Wilson had written to Mr. Moore, and I did not wish the lady in his house to know that I had written to him. So I signed Mrs. Wilson to two of my notes to him.

THE CONVERSATION WITH MOORE ON THANKSGIVING DAY.

Mr. Sullivan—Is there any correction that you would like to make in the testimony you gave before the Committee the other evening?

Miss Nagle—I do not know that there is, except that when Mr. Moore came to my house on Thanksgiving Day, the conversation, which I could not before tell you about, was about the solutions of the questions. He gave me the solutions in arithmetic and algebra.

To Mr. Sullivan—I do not know of any one paying money to Mr. Moore for questions, except what I heard him say about the nogus set. Miss Keady was the only one that helped me to copy the questions. It was in consideration of the copying that he promised to give me the questions. Mr. Moore never said anything to give me an idea where he had got the questions. Mr. Moore had $150 for instructing my sister. It was paid for tuition and nothing else. I don't know whether my sister had the questions at that time or not.

THE MAILING OF THE QUESTIONS.

Mr. Taylor—I never understood exactly what you meant when you told us the other evening about mailing the questions for Mr. Moore.

Miss Nagle—I mailed the questions for Mr. Moore because he said if I did not, a lady in the house, Miss Keady, would open them as she did his other correspondence. I told her I got them from a man when I took them to her to be copied.

THE REASON FOR GOING TO OAKLAND TO PASS AN EXAMINATION.

Mr. Sullivan—Why did you attend the examination in Oakland when your sister attended here?

Miss Nagle—Because I liked Oakland better. I thought it was easier there. I didn't know I was going to Oakland until about a week before the examination. My sister did not study with me. I met Mr. Moore at his office on the Saturday before she went into her examination.

THE COPYING OF THE QUESTIONS.

To Mr. Bacon—I only copied the questions once for Mr. Moore. Don't know for whom the bogus questions were intended, nor what was done with them. Miss Keady never told me of any transactions of hers in reference to questions.

TESTIMONY OF THE DEPUTY SUPERINTENDENT OF PUBLIC INSTRUCTION.

Mrs. Jeanne C. Carr was next called, and said: I am Deputy Superintendent of Public Instruction. I have held the position three years. Before giving any testimony I wish to ask the privilege of stating that a part of the work is considered the private and secret work of the office. On the Sunday following the publication by the *Bulletin* of these questions I explained to A. L. Mann the particulars of the preparation of these questions, and the accidental connection of my son with the business, with the request that he would inform the Committee of our conversation. I have been at all times since this investigation began ready to appear before this Committee and give testimony bearing upon the question at issue. With regard to the time of sending out the first set of questions to Superintendents, I think none of them are sent out earlier than two weeks before the examination. The last set of questions sent out leave the office about four days before the examination. We generally keep the package for San Francisco until the last.

THE PREPARATION OF THE QUESTIONS.

[Mrs. Carr here explained the work of preparing the questions, as already described by Superintendent Carr and their son.]

Mrs. Carr continued: For the last three examinations we have prepared not over 75 sets of questions. I have not known any set of questions, at any time, to be so placed that any one

outside the office or employed in the office, other than Dr. Carr and myself, could see them. Questions to Marin county may be sent one day earlier than those to San Francisco, but I think that they are sent at the same time. A year or more ago I do not know but that the questions were sent to this city earlier than four days before the examination. With regard to the selection of questions from those prepared by the State Board of Examiners, I think that it has been left entirely with Dr. Carr. These questions are sent in in manuscript, and are sealed in envelopes and put away in a secure place where no one can have access to them. I always see these manuscript questions, and I have never seen any changes or alterations in the handwriting of any other persons than those originally preparing them. The questions are not sent around from one to another. I do not know that there is anything to prevent the members of the Board from exchanging their papers before handing them into the office.

THE MAILING OF THE QUESTIONS.

I have mailed many of the questions during the last six examinations, but not all. The mailing was attended to in June last by Mr. Brier, of the State Board, during Dr. Carr's absence. In November my son mailed some of the sets during my absence from the city. The Board of Examiners could retain copies of the questions prepared by them, but as a selection is made from those so prepared, and changes may be made, they would never know whether those that they retained were the ones used.

THE CERTIFICATE OF MRS. THERESA SULLIVAN.

With regard to the certificate of Mrs. Theresa Sullivan I can say nothing, as I am not a member of the Board of Examiners. I remember, however, copying some letters relating to the subject. It depends upon circumstances as to whether I am the writer of a letter signed, "E. S. Carr, per Mrs. Carr, Deputy." I have no personal acquaintance with John A. Moore, and don't know that he is acquainted with any one in our office. As far as I know, Mr. Moore has never been in our office.

A REFLECTION ON THE POSTOFFICE DEPARTMENT.

Mr. Sullivan—It has been testified here that in December, 1877, parties in this city had the questions two weeks before the examination. How can you account for this?

Mrs. Carr—It is possible that questions to some distant counties, as Del Norte, have been intercepted as they were in transit, and opened. Superintendents have sometimes complained that their questions have been tampered with, and the matter has been the subject of consultation with the State Board.

Mr. Taylor—What is your theory as to the way in which the questions have been obtained?

Mrs. Carr—I have no business to theorize. I leave theory and implication to others.

Mr. Taylor—The further we press this examination the more we are compelled to grope. People must form their own opinions.

Mrs. Carr—Well, if a bale of goods is stolen, I do not think it would be the proper thing to arrest the manufacturer.

Mr. Taylor—In certain cases it certainly would. Do you remember to have received a letter requesting that the credits of Miss Lou M. Smith might be raised?

Mrs. Carr—I do not.

DANIELWITZ'S VISIT TO THE SUPERINTENDENT'S OFFICE.

Mr. Taylor—Do you know Mr. Danielwitz?

Mrs. Carr—I had never seen him until within two or three days past, when he called at the Superintendent's office. He did not call to see me, and I do not know what his business was.

Mr. Taylor—Did no one tell you what he was there for?

Mrs. Carr—No, sir. Mr. Moses, I think, introduced Mr. Danielwitz to me, but we had no conversation.

COUNTY SUPERINTENDENTS REPORTING LOST QUESTIONS.

Mr. Taylor—Have you ever received letters stating that questions have been lost or tampered with?

Mrs. Carr—Yes, sir. We have received such letters from Superintendents.

Mr. Taylor—From what Superintendents?

Mrs. Carr—I will give you the names privately. [Mrs. Carr here gave the Committee the names on a slip of paper.]

Mr. Taylor—When these three Superintendents notified you that the questions had been lost, what was done?

Mrs. Carr—We gave them all of the data relating to the sending of the questions, and proper inquiries were made at the Postoffice. We were, however, advised at the Postoffice not to push the examination further. It was found to be impossible to tell when the questions were taken from the office. Two of the cases of which I have given the names, occurred this year.

THE WITNESS DOES NOT KNOW EWALD.

Mr. Taylor—Do you know Ewald?

Mrs. Carr—I do not. I never heard of him until this examination.

Mr. Taylor—Then it is not true, as has been testified to here, that Ewald has done you great favors?

Mrs. Carr—I may be, unknowingly, indebted to him for great services; but if I am, I am ignorant of the services he has rendered.

Mr. Taylor—In the algebra paper of Mrs. Sullivan, the credits were raised from 5 to 45 by the State Board. How do you account for this?

Mrs. Carr—As far as I know, this is impossible. The papers are revised by the State Board of Examiners, which is a body distinct from the Board of Education, and we have nothing to do with their deliberations. The credits are determined by them, and entered on the official books, and are merely copied in our office. Mrs. Sullivan is an old friend of ours, but I do not know that she has ever written to our office regarding her papers.

Mr. Taylor—Have any of the examination questions been given to any Superintendent or other person in advance of the mailing of packages, or sent off by special messenger?

Mrs. Carr—No, sir.

MAURICE SCHMITT RECALLED.

Maurice Schmitt was the next witness. He testified in response to Mr. Taylor's questions: I do not know a lady teacher named Miss Stewart. Do not know of any lady of that name being a candidate at the examination in June. Never told any one that I had sold the papers to her for $200, and did not sell them to her. Never told any one that I had furnished the questions to any one. Never had anything to do with the questions.

A DELINQUENT WITNESS.

Bailey Sargent, a delinquent witness, who had been brought before the committee through the agency of a warrant, was then sworn. He gave the following testimony: I have never purchased the questions for any one, never gave them to any one, and never said that I had done so. Never had any conversation with any one on the subject before this investigation began. Never told any one since it began that I knew anything about the questions. Never had any connection or dealings with any one in reference to the questions.

Mr. Taylor—Do you know Mr. Ewald?

Mr. Sargent—I know Mr. Ewald. Have spoken to him twice. The last time I spoke with him was two years ago. Do not know any of the Ciprico family, nor Mr. Moore nor Mr. Danielwitz.

MR. SARGENT'S CONTEMPT AND APOLOGY.

Mr. Smith—You were subpœnaed to attend here and failed to do so. Have you any reason to give

why you should not be punished for contemp ?

Mr. Sargent—The subpœna was not read to me. I suppose the policeman who came to serve it was one of the new force. I had an engagement for that evening, and did not know that it would put the Committee to any special inconvenience if I did not attend. I can only say that I humbly apologize.

Mr. Smith—For my part I think you should be punished by a fine or imprisonment, but the majority of the Committee do not agree with me in that respect.' I will state, however, that the next witness that disobeys our subpœna will not escape punishment.

TESTIMONY OF THE PRESIDENT OF THE EXEMPT FIRE COMPANY.

Edward B. Cotter then took the stand. He testified: I reside on Brenham place; have no place of business, and no profession or occupation. I have never known anything about obtaining these examination questions in advance, and never have told any one that I had purchased them. No one has ever told me that they could be purchased. I have known Mr. Ewald more or less for twenty years. I have never had any conversation with him regarding these examination questions. I have met John B. Shine and Mr. Ewald together. Never had any talk with them about school matters. Know of no facts relating to this matter.

ANOTHER GRADUATE FROM SAN RAFAEL.

Miss Lida Thomas testified: I am a teacher in the Eighth-street Grammar School. Have a first grade certificate which I obtained in September, 1876. I passed that examination at San Rafael. I had attended the Denman School, and had also attended the High School for six or seven months. I began studying for the examination about two years before I attempted it. I also attended several months at Prof. Anderson's. Previous to going to Prof. Anderson I had a private teacher for nine months.

Mr. Taylor—Why did you go to San Rarael to pass your examination ?

Miss Thomas—I had heard that more time was allowed there, and if I failed no one would know. Besides, the examiners there are not so cross as those here.

Mr. Taylor—Are those here cross ?

Miss Thomas—Well, some of them look as though they might be.

To Mr. Taylor—While I was preparing for the examination, I saw none of the questions and had no access to them in any way or manner whatever. Never heard of the questions being had in advance, and did not suppose it was possible until I read of it.

Mr. Taylor—Do you know Mr. Ewald ?

Miss Thomas—I have known Mr. Ewald for three or four years. Became acquainted with him through my father, who knew him in politics. Mr. Ewald called at our house frequently. I never had any talk with him about examinations, and he had nothing to do with my securing my position. I obtained that through L. E. Pratt, who got Mr. Clement to nominate me for it.

Mr. Taylor—Have you ever gone around the city with Mr. Ewald at all ?

Miss Thomas—I do not remember that I ever did.

Mr. Taylor—Do you remember meeting him at your father's office at the Custom House ?

Miss Thomas—I do not. I may have.

Mr. Taylor—Were you ever acquainted with Mrs. Danielwitz or any member of the Ciprico family ?

Miss Thomas—I know the whole family. I got acquainted with them several years ago.

Mr. Taylor—Did you ever have any talk with them about examinations ?

Miss Thomas—I did not. I passed one examination here and one in Oakland before I went to San Rafael, but failed at both places. I got a first-grade State and county certificate at San Rafael.

WESLEY F. THOMAS' TESTIMONY.

W. F. Thomas, the father of the last witness, then testified: I have known Mr. Ewald for about four years. I don't know exactly what his business has been. When the Legislature has been in session he is up at Sacramento a good deal. I think he is what they call a lobbyist. I would not hesitate to ask him to do me a favor. I did not know that he had influence in school matters until recently. Never asked him to assist my daughter to get a position.

Mr. Taylor—Have you seen him since this investigation began ?

Mr. Thomas—Yes, he called on me once on business at the Custom-house. He wanted me to go with him to the United States District Attorney's office, to introduce him in the interest of some person who had a case before that Court.

Mr. Taylor—Have you any knowledge of this question business ?

Mr. Thomas—I know nothing whatever about it.

TESTIMONY OF H. A. MOSES, CLERK OF THE STATE SUPERINTENDENT.

H. A. Moses, a clerk in the office of the Superintendent of Public Instruction at Sacramento, was the next witness. He testified: In the absence of the Superintendent and his deputy I sometimes attend to the correspondence of the office. I have nothing to do with the questions. Have never had anything to do with preparing, selecting, printing or mailing them. I directed some of the envelopes on one occasion. When I attend to the correspondence, it is under the direction of the Superintendent or his deputy.

Mr. Taylor—Do you know Mr. Ewald ?

Mr. Moses—I have known Mr. Ewald for eight or ten years. Have seen him often at Sacramento. He does not talk much with me when he is up at Sacramento, which is usually during the sessions of the Legislature. I have never had any talk with him about examination questions. I know Mr. Danielwitz by sight. Saw him at the Superintendent's office. Think he had some business there about his wife. Was never acquainted with Mr. Saunders of San Rafael. Do not know John A. Moore.

To Mr. Taylor—Ewald came to me once and said he wanted a diploma for a teacher. I told him he would have to get a recommendation from Superintendent Mann. Never had more than ten minutes talk with Ewald in my life.

To Mr. Sullivan—I know nothing whatever about the mailing of the questions, except what I have heard Mrs. Carr state here this evening.

To Mr. Laven—I worked a short time in the State printing office in 1859 or 1860. Do not know Miss Danielwitz or any of the Ciprico family. I never saw a copy of the examination questions previous to any examination, and never had them in my possesion so that I could see them.

HOW MRS. MARGARET DEAN SAYS SHE GOT THE QUESTIONS.

Mrs. Margaret Dean was next called. She testified: I am Principal of the Columbia-street School.

Mr. Taylor—Have you read Miss Maguire's testimony ?

Mrs. Dean—Yes, sir, I have.

Mr. Taylor—What have you to say in reference to it ?

Mrs. Dean—Previous to the examination of June, 1877, there came to my house a letter addressed to me. I opened it. It contained a roll of foolscap paper, on which was written: "Please give this to Miss Rosa Maguire." I sent one of my boys to her, and she came to see me. I handed the package to her and said, "This was left for you." She took the package. I subsequently heard that it contained examination questions.

To Mr. Taylor—Miss Maguire was at my house from time to time. Whether she worked out the questions there I do not know. After the examination I learned that the paper contained the questions. Previously to that I knew nothing

about the package containing questions, nor do I know whence they came, or why they came to me, except that I had been acquainted with Miss Maguire for a long time.

Mr. Taylor—Do you know Mr. Ewald?

Mrs. Dean—I have known him for fifteen or sixteen years.

Mr. Taylor—Miss Maguire says that Ewald came in when you gave her the questions.

Mrs. Dean—He did not come in while I was there.

Mr. Taylor—She said that she was given the different sets of questions by you on different days. Is that true?

Mrs. Dean—That was not so. All that I gave her was in the package that I handed her.

Mr. Taylor—Do you know Miss Agnes Fullard?

Mrs. Dean—Yes, sir.

Mr. Taylor—Did she receive a similar package at your house?

Mrs. Dean—No, sir.

Mr. Taylor—Did you have any talk with Ewald about questions?

Mrs. Dean—No, sir.

Mr. Taylor—Did Miss Maguire open her package in your presence?

Mrs. Dean—No, sir. I left the house immediately after giving it to her. I left her there. Do not know how long she remained. After the examination, in a conversation, she remarked to me that I had given her the questions.

Mr. Taylor—What did you say?

Mrs. Dean—I told her that if I had, I did not know it.

Mr. Taylor—Why did you not send the package by your son to Miss Maguire?

Mrs. Dean—I do not know.

To Mr. Taylor—I had no knowledge that this package was coming. Did not recognize the handwriting. No such package ever came at any other time.

ADJOURNMENT OF THE COMMITTEE.

The investigation then adjourned, subject to the call of the Chairman.

Thursday, Jan. 2.

[Note.—The Board met on Friday, Dec. 27, but heard no testimony.]

SEVENTH SESSION.

TESTIMONY OF MISS MAGGIE T. KEADY.

Maggie T. Keady was the first witness. She testified: I reside at No. 1213 Mission street. I have read the testimony that has been given at this investigation.

Mr. Taylor—Is there anything in reference to the matter under investigation that you can tell us?

Miss Keady—In regard to Miss Mary Nagle's testimony, I can say that she told me that if her sister had not had the questions before going into her examination, she could not have obtained her certificate.

Mr. Taylor—Do you know anything about the questions?

Miss Keady—I met Mr. Moore in 1870. I attended his school. While there I saw nothing of the questions. He has been boarding at my house for two and a half years. Until the examination of last November I knew nothing about his having the questions. My mother first told me I was to have the questions for that examination. She said a lady would bring them. The lady came. She was Miss Mary Nagle. She brought them to Mr. Moore and me. She said she got them from Mr. Ewald. The questions were written on a sort of tissue paper. When Miss Nagle came into the room she said that the questions which Mr. Moore had received the day before were not the right ones. Those questions were brought to our house by Miss Nagle's brother. Mr. Moore copied these bogus questions himself. I do no know to whom he gave them. When Miss Nagle brought the genuine sets she came about 7:30 o'clock in the morning. She remained at the house all day. We copied them together. She did not leave till 4:30 o'clock in the afternoon.

Mr. Taylor—Was Mr. Moore present when she said she had got the questions from Mr. Ewald?

Miss Keady—No, he was not.

MISS MARY NAGLE'S DISGUISE.

Mr. Taylor—While you were copying the questions, did you have any conversation?

Miss Keady—Yes, she said that when she got the questions she had to disguise herself. She wore a long cloak and two veils. She said Ewald watched persons to whom he gave questions, to see what they would do with them.

FOR WHOM THE COPIES WERE MADE.

Mr. Taylor—How many copies were made?

Miss Keady—I made four copies.

Mr. Taylor—Do you know who was to have these copies?

Miss Keady—I know to whom one copy was going. Mr. Moore said it was for Mr. Prescott.

Mr. Taylor—Did Miss Nagle say anything about paying for the questions?

Miss Keady—She spoke about having paid $100 to the person from whom she got them, and that she was to pay another hundred for them.

Mr. Taylor—Do you know Miss Celia Daly?

Miss Keady—Yes, sir.

Mr. Taylor—Have you ever talked with her about the questions?

Miss Keady—No, sir.

Mr. Taylor—Have you anything further that you can tell us about this matter?

Miss Keady—I understood from Miss Nagle that she had got the questions twice before. Mr. Moore warned me not to say anything to let any one suspect that I had the questions.

Mr. Taylor—Did Mr. Moore say anything to you about the questions at any other time?

Miss Keady—Yes; he said Miss Nagle would bring them to me while he was at the Yosemite, but she did not.

Mr. Taylor—Did Miss Nagle give the name that she went by when she got the papers from Mr. Ewald?

Miss Keady—She did not give the name. She said that she personated a lady from Sacramento.

To Mr. Sullivan—We made in all six copies of the questions. Miss Nagle made two copies for herself. One copy was for Mr. Prescott. I do not know how much Mr. Moore was to charge for the questions. I would like to say here that the stories told about my having opened Mr. Moore's letters, or having had anything to do with his correspondence, are false in every particular.

TESTIMONY OF EX-SUPERINTENDENT BOLANDER—

H. N. Bolander, formerly State Superintendent of Public Instruction and Superintendent of Public Schools of this city, was the next witness sworn.

Mr. Sullivan—It has been said that you made some remark to Joseph O'Connor concerning Professor Herbst having passed his examination fraudulently. What was the reason for your making such a remark, if you did so?

Prof. Bolander—In 1871 I was elected Superintendent of Public Instruction. But I delayed qualifying until January, 1872. About a month before the expiration of my predecessor's term, he called on me to prepare the questions for the December examination. On the 5th of January, 1872, I qualified. Prof. Herbst had been designated by Director Wangenheim to follow me as principal of the Cosmopolitan School. Professor Herbst was also my choice for the place. I told Professor Herbst that he would have to pass an examination on all branches; that his German and French certificates were not sufficient. He became alarmed at that, and said the time was too short. Then I told him that as I knew him to be a successful teacher for ten years, and to deserve the place, and that as it was only a matter of form, I would give him the questions, and I did give them to him. I did it as a matter of pure friendship. Not having qualified as Superintendent of Public Instruction, I did not consider I was doing any wrong in giving the questions to him. He had them fully a week before the examination, and worked them up.

To Mr. Sullivan—I used sometimes to hear, while in the second half of my term as State Superintendent, that the questions were out, but I never could trace the rumors to any definite source. The papers were then printed at the State Printer's office, and I think they could have been obtained in advance. I never noticed any great similarity between the answers of the applicants from certain counties. I did not examine them enough, perhaps, to notice if there had been such similarity.

Mr. Sullivan—Some one has testified here that Professor Herbst obtained only fifteen per cent. on his examination in English grammar. Do you know anything of that?

Mr. Bolander—I am sure that that story is false. Prof. Herbst is too fine a scholar not to have attained a much higher percentage than that. His scholarship is unquestionable.

COPIES OF QUESTIONS NEVER USED.

It occurred three or four times during my term of County Superintendent that the questions sent from Sacramento and placed in my safe by Mr. Beanston, in the presence of Mr. Clinton and Mr. Wade, were never called for by the City Board of Examiners. I was affrighted on the first occasion, as I thought it would be attributed to my carelessness. But I was told when the examination commenced that Mr. Swett drew a copy of the questions from his pocket and commeoced writing on the blackboard. I had no right to any suspicioo, for Mr. Swett was a member of the State Board and helped prepare the questions.

THE WITNESS' OPINION OF EWALD.

Mr. Sullivan—Did you ever hear about questions being bought and sold?

Mr. Bolander—Mr. Clinton once told me that Mr. Ewald had offered the questions for sale. I told him to be careful and say nothing unless he was sure of his proof. I may have called Mr. Ewald an unprincipled scoundrel.

Mr. Sullivan—Was Mr. Ewald then known as a man of influence in school matters?

Mr. Bolander—I always knew him as the thirteenth member of the Board of Education.

RAISING THE CREDITS OF CANDIDATES.

Mr. Sullivan—In re-examining the candidates' papers did the State Board in your time ever take into account anything except the answers?

Mr. Bolander—The State Board used to regard long experience in successful teaching as good ground for making allowances for some deficiencies, and in that way the State Board would sometimes mark higher than the County Board.

Miss M. J. Canham's papers were raised by the State Board on that principle, so that she got a first grade certificate.

Mr. Sullivan—Do you know of credits ever having been given on a brancu on which the candidates had answered none of the questioos?

Mr. Bolander—I never heard of such a thing.

Mr. Sullivan—Did you ever know of an instance where a candidate only answered one out of five questions in algebra and had her credits raised to forty-five per cent in that branch?

THE WITNESS THROWS OUT A SIGNIFICANT HINT.

Mr. Bolander—I never koew of such a case.

Mr. Sullivan—Is there anything further that you can tell us?

Mr. Bolander—I have noticed that, so far, small fry have been hauled up, and I think there are some larger fish in the pool. I would like to have some sectioos of the school law read.

Here Secretary Beanstoo, at the request of the witness, read sections 1,754, 1,755, 1,791 and 1,792 of the school laws.

Mr. Bolander called the attention of the Committee to alleged violations of these rules in the case of teachers transferred to the High School without having passed any special examinatioo.

W. H. L. Barnes, who appeared for Prof. Herost, desired to cross-examine Mr. Bolander, but the Chair informed him that the Committee must abide by its rule not to admit attorneys in behalf of those whose names had been brought out.

Prof. Herbst then came forward. He read a translation of an anonymous note in German, which he said had been sent to him last Tuesday. The note warned him that Mr. Bolander had arrived, and would testify to giving him, Herbst, the examination questions. The note concluded by warning Herbst to be prepared. Prof. Herbst also said that he had heard a like report from other sources.

I wish, continued Prof Herbst, to repeat what I said when I was first called, that I had not the questions before I passed my examination. I say that what Mr. Bolander has said here to-night is false.

Mr. Sullivan—What were your relations with Mr. Bolander at the time of your examination?

Prof. Herbst—Well, our feelings had cooled down a good deal then.

J. W. Zimmermao then testified: In October, November or December of 1871, the relations existing between Professor Hernst and Mr. Bolander were not of a kindly nature. Mr. Bolander opposed the election of Professor Herbst. Mr. Herbst and I attended the teachers' convention at Dashaway Hall. At that time I asked Mr. Herbst what his chances were for the Principalship left vacant by Mr. Bolaoder. He replied that he thought that they were good, as Mr. Bolander was for him. I told Mr. Herbst to get along without Bolander, as he had told me that Mr. Herbst was not his choice, but that Dr. Wiederman was relying on Mr. Bolander's support.

Mr. Zimmerman here said he wished to make a declaration, which was as follows: I am, gentlemen, under oath, and I wish to state that I would not believe Mr. Bolander under oath. I have frequently stated this opinion to others, Mr. Mann among them. I do not believe that anything could change my opioion. The witness was asked why he entertained such an opinion, and replied: I have found him making the most serious promises, which he did not keep, and if a gentleman gave his word and broke it, I would not afterward believe him under oath. Mr. Bolander was my principal at one time. He has not treated me fairly. Our relations are not friendly.

Copies of two letters which State Superintendent Carr referred to in his late testimooy before the Committee, and which he had since forwarded to the Committee, were here read.

LETTER FROM EXAMINER CLARK TO SUPERINTENDENT CARR.

SAN RAFAEL, February 8, 1878.

Hon E. S. Carr: You have doubtless been annoyed by the result from the December examinatioos in Marin county, and, as a member of that Board, I propose to show why we acted in the manner we did. Mr. Saunders, Superintendent, intended that I should act as a Chairman, but having to attend a funeral, he appointed the Superiotendent elect, L. M. Augustine, to that position. Having had no experience in that line, Mr. A. allowed the applicants to sit near each other, from six to fifteen at each table, all in sight of each other's work; but little explanation was made in regard to the work, *none* in regard to the *sin* of copying, and no definitions were given. Applicants themselves complained to different members of the Board of the impossibility of avoiding the sight of the work of others, and, really while not intending to copy, might naturally be influenced by something which some one else might have worked. After the examination Mr. A. discovered (as he thought) some similarity among some of the papers, and refused to sign the certificates of certain applicants on the ground of collusion. In the county there is some feeling against applicants coming from other counties, and the remainder of the Board (three to one) knew that he would make a point if we went against him, therefore, as a compromise, we agreed to refer the matter to the State Board, which directed us to send up the papers. Two of those rejected at first proved to the majority of the Board (prior to sending the papers) that they were fully entitled to certificates, which were granted, and they have also received State certificates; the others (eight) were sent separately, and *in that* we erred, for all the perceotages should have been made upon one paper and then sent. If you will refer to our letter signed by three of the Board, you will observe that we recommended that certificates should be issued to those parties, on the ground that they were no more guilty than others. Mr. Augustine found that Nos. 6, 7, 8, 9, 12 and 13 were similar in algebra, and Nos. 34, 35, 36 and 37 were similar in arithmetic and

algebra, and unbeknown to us, his compeers, and equals on the Board, wrote to the State Board regarding it, giving said Board those numbers so that they should make an example. The State Board rejected all those numbers *which were sent separately, according to Mr. Augustine's suggestion.* Notwithstanding our request for leniency, some of those young ladies were treated cruelly by Mr. A., who charged them with lying and cheating, though the other members (three), satisfied with their competency, enlisted in their favor, hence the letter we sent the Board. We also agreed that if any proved their innocence we would grant a certificate.

Subsequently (we had granted three certificates of the ten), Mr. Augustine who had consented to admit one (influence used) signed a paper *endorsing* all certificates issued! So far for one County Board, and I speak for Superintendent Saunders and Mrs. Ashton, as well as myself, that we have acted conscientiously in the matter as far as our Board is concerned in regard to the certificates issued and recommended. Several letters have passed between us and members of the State Board, of which we are all cognizant. We are also aware of the influence used in behalf of certain applicants, and have no objection thereto on the grounds mentioned above. Now when Mr. Brier wrote that the State Board would consider Nos. 34, 36 and 37 separately, if recommended by *our Board*, we know what the result would be. We cheerfully coincided, but in the same letter recommended No. 7—Miss Belle Garness—who was just as deserving, though she did not have State officials to plead for her. It seems hardly fair to ignore her, but Mrs. Carr wrote her on a postal card: "Your name is not on the list of candidates to whom, upon the representation of the Marin County Board, certificates have been recently issued." Now, Doctor, I respectfully represent to the State Board, through you, that we did not indorse Miss Garness until we were thoroughly satisfied with her competency and her innocence. And as the "representation of the Marin County Board," was required for the other certificates. I think she also should receive a certificate from the State Board. We have already given her a first grade county certificate signed by three and indorsed by all the members of the County Board.

I have thought best to write this history over my own signature, leaving our other members to write to whom they please. It is certainly, Doctor, a very important affair, and tells with terrible effect on a young girl striving for a livelihood. I never saw the young girl prior to the examination, but since I have become acquainted with her circumstances and recommendations, I am satisfied that she deserves better than to be branded with infamy. I shall read this letter to the other members of our Board because I know that they thought when they signed the recommendation that Miss Garness should have been included. In fact had they not thought so, those other members would not have received any indorsement. Please send her certificate to Miss Belle Garness, 722 Fourth street, San Francisco. Yours, respectfully, W. J. CLARK,

Member Board of Examiners, Marin county.

A correct copy—E. S. CARR, Superintendent Public Instruction,

MISS MARY A. KENNEDY RECALLED.

Miss Mary A. Kennedy was called and sworn at her own request.

Mr. Taylor—Is there anything that you wish to correct in the testimony that you have given before the Committee?

Miss Kennedy—There is nothing that I wish to correct, but I would like to say that when I made my statement here I did not know that Mr. Saunders was dead. I should not have wished to cast reflections on him.

EWALD'S ERRAND BOY.

A witness (Ferdinand Dietz) has said here that he kept my company, I can only say that I tolerated him as Ewald's errand boy, and as nothing else.

THE CONFERENCE AT THE HOUSE OF MRS. DIETZ.

Mr. Taylor—Have you anything to say in reference to Miss Gertie Dietz's testimony?

Miss Kennedy—I did go from my house with Mr. Ewald to the house of Gertie Dietz. We met there, as I testified, Mr. Saunders, Gertie Dietz, Ferdinand and Frank Dietz, Francis Schwab and another person whose name I did not give before. I will tell it now and let him come forward and tell the truth too if he wishes to. It was Morris Brandt, a clerk in a clothing store at the corner of Bush and Montgomery streets. We passed a social evening. Had some talk about examinations. Mr. Ewald said that the Cipricos and the Deans and Mrs. Danielwitz, I think, were going to San Rafael.

Mr. Taylor—Now, why didn't you go to San Rafael?

Miss Kennedy—I did not go there because when I had the questions and had paid for them I thought they were my own, and accordingly I used them just where I pleased, and as I preferred to pass my examination here, I remained.

A LETTER IN EWALD'S OWN HANDWRITING.

Mr. Taylor—Have you any further proof that you had the questions from Mr. Ewald than what you gave us the other night?

Miss Kennedy—Yes, sir, I have. I have here a letter from Mr. Ewald in his own handwriting.

Here the witness produced a letter and asked that it be read.

Mr. Sullivan—What reason have you to suppose this letter is from Ewald?

Miss Kennedy—Because I know Ewald's writing. This letter was handed to me by Ferdinand Dietz, and when he handed it to me he said that it was from Ewald.

The letter was then read. It is as follows:

Am all right now. Please get some paper. Paper to take five or six impressions by laying black paper between the sheets. I have the black; you get the white or yellow, I don't care which, but get it, and have it in the house, so that we can go to work immediately when I come. Be always at home. Can we work in your parlor without being disturbed? Please let me know. If I cannot work at your house, I will work at some one else's to take the copies. Get a good many sheets of paper. Yours.

Destroy this.

To Mr. Taylor—I understood from Ewald that he had got positions for half the teachers in the city. He told me that he got places for Miss Gertie Dietz, all the Misses Ciprico, the Misses Marchant, Miss Agnes McLaughlin, and he mentioned others whom I cannot now remember. Ewald gave me to understand a half-dozen times that he did not go to the State Superintendent directly for the questions, as that would be bribery of a State officer, and a criminal offense, but that some one very familiar with the office brought him the questions directly from the office. He said he paid $500 for each set. I did not understand that it was Mr. Carr, for I know that Ewald once told me that he would not bribe an official. I tried to find out the name of the person from whom he got them, but he would never tell me.

GERTIE DIETZ IN A PICKLE.

Mr. Taylor—Is there anything further that you wish to state?

Miss Kennedy—I have read the evidence that has been given here. I wish to say I never took any money from Ferdinand Dietz or any of his family, nor from Ewald, but between them they managed to get a good deal from me. Miss Gertie Dietz called at my house with Mr. Brandt one Sunday afternoon shortly after the San Rafael

examination. She said, "Oh, we're in a pickle; Mr. Augustine has refused to sign our certificates. We were all caught at San Rafael," and then she told me all about it. Up to the beginning of this investigation, Gertie Dietz and I were the best of friends. Then she wanted me to say that I knew nothing about the questions. I refused. I told her I didn't think I had done anything wrong, and I didn't propose to deny it. She said that if I told she would never be my friend or speak to me again.

EWALD'S ERRAND BOY AGAIN.

Mr. Taylor—Why did you speak of Ferdinand Dietz as tolerating him only because he was Ewald's errand boy?

Miss Kennedy—Well, he was Ewald's errand boy. He did anything Ewald wanted.

Mr. Taylor—Did you ever know of his doing errands for Ewald?

Miss Kennedy—Yes; he used to bring me notes from Ewald, and I have heard him sometimes state that he had to take a note from Ewald to some one else, or do some other errand for him.

A DIVISION IN THE LINE OF INQUIRY.

Mr. Taylor—Mr. Chairman, there are but two or three more witnesses whom we now are seeking to call before the Finance Committee in connection with the Committee of the Board of Education. We have arrived at that stage of this inquiry when there seems to be two branches, one leading up to the source of supply, and one to our own department. The former branch of the inquiry, however, seems to be for the present closed. The latter can probably be conducted by the Committee of the Board of Education. We are grateful to the Finance Committee for the assistance they have given us, and should we again need their powers thrown over us we shall again ask them to give us the benefit of their presence. At present, however, as there are no more witnesses, we might as well adjourn for the present.

There proved, however, to be two more witnesses in the room, and the session accordingly continued.

TESTIMONY OF JOHN C. RUDDOCK—TAMPERED QUESTIONS.

John C. Ruddock, County Superintendent of Mendocino, was sworn. He testified: I receive the questions from the State Superintendent's office.

Mr. Taylor—When and under what circumstances do you receive them?

Mr. Ruddock—The average time of their receipt after they leave Sacramento is fifteen days in the winter and thirteen days in the summer.

Mr. Taylor—Have you ever been led to suspect that the questions have been tampered with?

Witness—I suspected that the November questions had been tampered with because there were several post-marks. One was the Sacramento post-mark, which was blurred so that I could not make out the date. There was also a San Francisco post-mark, and the envelope was stamped "missent." Those questions came to me about five or six days before the examination. I am acquainted with Miss Mary Kennedy. I first met her at her residence on Hyde street, in the winter of 1876 or 1877.

Mr. Taylor—How did you become acquainted with her?

Mr. Ruddock—Through some young ladies from Ukiah, with whom I went to Miss Kennedy's house, where I was introduced to her. It was not customary with me to call on Miss Kennedy when I came to the city, but I have called on her once or twice. I am acquainted with I. L. Granger. He appeared before our Board in an examination in November, 1877, and failed. He never received a certificate in Mendocino county. I do not know that he has ever stated that he obtained a certificate there. I did not know of Miss Kennedy having the questions before the examination. The inside envelope of the package which I received in November bore no evidence of having been tampered with.

ONE WHO HAD RECEIVED THE QUESTIONS ON SUNDRY OCCASIONS.

Miss Rosa Maguire was recalled.

Mr. Taylor—Is there anything you wish to add to the testimony that you gave here the other evening?

Miss Maguire—Yes, sir. You asked me the other evening how many certificates I had, but you did not ask me how many examinations I had passed. I attended one examination in June, 1876. Previous to that examination I had the questions. They came from the same source as at the other examination. They came from Mrs. Margaret Dean. I do not remember precisely all the circumstances. I had them on Sunday, and the examination began on Wednesday. I copied the questions at Mrs. Dean's house. The first time I was at Mrs. Dean's house all the time from Saturday until Wednesday. When Mrs. Dean gave me the questions my name was not written on the paper.

To Mr. Taylor—Before each of the examinations the questions were given to me in about the same way. They were not all given to me at once. Ewald was there both times. He did not say anything directly about the questions, but he asked me if I could keep my mouth shut, and I told him I could.

Mr. Taylor—You mean to say that when Mrs. Dean gave you the questions she knew what they were?

Miss Maguire—Yes, sir, she did know. We talked them over together frequently. I do not know of any other person having the questions at Mrs. Dean's, except Miss Agnes Fullard.

COMMUNICATION HELD WITH MRS. DEAN SINCE THE INVESTIGATION BEGAN.

Mr. Smith—Have you in any way, directly or indirectly, had any communication with Mrs. Dean since this investigation began?

Miss Maguire—Yes, sir. Mrs. Dean's daughter called on me about a week before I was subpœnaed. She wanted to know what I would testify to if I were subpœnaed. She wanted to know whether I would bring her mother's name into the testimony. I told her that I had no idea that I should be subpœnaed, but that if I were, I should tell the truth.

Mr. Smith—Did she suggest to you any thing to testify to?

Miss Maguire—No, sir.

Mr. Smith—Is this the only instance of any communication between yourself and the Deans since this investigation began?

Miss Maguire—On the afternoon when I was subpœnaed my sister went to Mrs. Dean's house to tell them that I had been subpœnaed. Mrs. Dean was not at home. Her daughter said that she hoped I would try to keep her mother's name out of my testimony.

A SUGGESTION GIVEN THE WITNESS BY MISS DEAN.

Mr. Smith—Was that all the communication?

Miss Maguire—Well, on one of those two occasions I think Mrs. Dean's daughter suggested that I might testify that I saw Miss Fullard's questions and say nothing about having them from Mrs. Dean. I replied that I could not do that, as it would not be the truth.

To Mr. Taylor—When I copied the questions at Mrs. Dean's I supposed I copied them from an original, for I was hurried up, as Ewald had to take them away. I saw Mrs. Dean and Mr. Ewald twice in the same room. This was the second time I had the questions.

Wednesday, Jan. 22.

[Note.—Several sessions were held by the Board between Jan. 2 and Jan. 22, but the testimony was unimportant and without interest.

The investigation of the traffic in examination questions was resumed Jan. 22d before the Finance Committee of the Board of Supervisors and the Special Committee of the Board of Education. There were present of the former Committe Messrs. Smith and Farren, and of the latter Messrs. Taylor, Laven and Bacon.

The Finance Committee were represented for the first time this evening by counsel, Assistant District Attorney Roysdon acting in that capacity.

TESTIMONY OF MRS. ELIZA BRUCE.

Mrs. Eliza Bruce was the first witness. She testified: I reside at No. 963 Mission street. I remember that six or seven years ago there was a young German lady residing at my house who was studying for a teacher's examination. She passed it and obtained a first grade certificate.

Mr. Taylor—What is her name?

Mrs. Bruce—Her name was Elise Reitmeyer. She has since married, and is now out of the Department.

Mr. Taylor—Did you ever tell any one that she had the questions before she went into her examination?

Mrs. Bruce—I do not remember ever saying anything of the kind, as I never heard of her having the questions.

To Mr. Laven—I may have met Professor Herbst occasionally. This young lady was not studying at Professor Herbst's school.

TESTIMONY OF MRS. HOFFLAND.

Mrs. Cecil Hoffland testified: I reside at No. 107 Grove street.

Mr. Taylor—Do you know of any persons having had the questions before going into an examination?

Mrs. Hoffland—No, sir.

Mr. Taylor—Have you read Mrs. Ziegenhist's testimony.

Mrs. Hoffland—Yes, sir.

Mr. Taylor—She says that you could tell us of persons who had the questions prior to their examination.

Mrs. Hoffland—I know of no such persons.

T. EVANS RECALLED.

Taliesen Evans was the next witness called.

Mr. Taylor—Is there any further information you can give us regarding this questions traffic?

Mr. Evans—No, sir.

Mr. Taylor—Are there no other circumstances relating to the matter that you know?

Mr. Evans—None that I am at liberty to give.

Mr. Taylor—Do you know "R. Goodfellow?"

Mr. Evans—No, sir; I don't think there is any such man in existence.

Mr. Taylor—Do you know the real name of R. Goodfellow?

Mr. Evans—Yes, sir; the evening *Bulletin*.

Mr. Taylor—Do you know whether Emil Dittman was accustomed to get questions for payment?

Mr. Evans—I do not.

Mr. Taylor—Do you know where Mr. Clery, Miss Mary Nagle, or John A. Moore obtained their questions?

Mr. Evans—I do not.

THE BOSS QUESTION-SELLER ON THE STAND.

Mr. Taylor then called as the next witness Edward Ewald, who came forward and on being sworn said: "Mr. Chairman, will you be kind enough to tell me what this case is that is before the Committee?"

Mr. Smith.—This is the investigation of the charges against Superintendent Mann and President Hiester, of auditing teachers' warrants obtained on fraudulent certificates.

Mr. Taylor.—In your former testimony, Mr. Ewald, were there any points that you now desire to correct?

EWALD DECLINES TO ANSWER.

Mr. Ewald—I decline to answer, on the ground that the question is not relevant or pertinent to the issue.

Mr. Taylor—Do you acknowledge the testimony given on the former occasion?

Mr. Ewald—I decline to answer, as it is not relevant to the investigation.

Mr. Laven—Does it rest with the witness, Mr. Chairman, to say what is relevant?

Mr. Smith—It rests with the Chair, but as the Chair does not know what that testimony was, taken as a whole, you (Mr. Taylor) would better ask specific questions on it.

Mr. Taylor—In your testimony in regard to giving Miss Collins the questions, you said: "I could not. I never gave her any questions." Did you furnish her with those questions?

Mr. Ewald—That is not relevant to this issue. I decline to answer.

Mr. Taylor—Do you know Miss Celia Daly or her mother?

Mr. Ewald—That's not pertinent or relevant to the issue. I decline to answer.

Mr. Taylor—Do you know her mother, Mrs. Jas. C. Daly?

Mr. Ewald—That's not pertinent or relevant to the issue. I decline to answer.

Mr. Smith—Do you know Mrs. James C. Daly?

Mr. Ewald—Not pertinent or relevant to the issue. I decline to answer.

Mr. Smith—The Chair rules that it is relevant and pertinent, and the witness must answer the question.

Mr. Ewald—I'll answer. I do know Mrs. Daly.

Mr. Taylor—Mrs. Daley says she paid you $200 for the questions. Is that true?

Mr. Ewald—I decline to answer—not relevant or pertinent to the issue.

Mr. Smith—Did Mrs. Daly pay you $200 for the examination questions?

Mr. Ewald—I decline to answer.

Mr. Smith—The Chair will rule that the witness must answer.

Mr. Ewald—I decline to answer.

EWALD FINED FOR CONTEMPT.

Mr. Smith—I presume the witness is aware that he will be liable for contempt if he refuses to answer.

Mr. Ewald—I decline to answer.

Here the Finance Committee held a brief conference, and at its conclusion the Chairman said: "Mr. Ewald, the decision is that you be fined $50

for contempt in refusing to answer, and stand committed until the fine is paid."

Mr. Taylor to Ewald—Do you know John A. Moore?

Mr. Ewald—As I am in custody for contempt, I decline to answer any more questions.

Mr. Smith—You are not in custody now, and must answer.

Mr. Taylor—Do you know John A. Moore?

Mr. Ewald—Yes, sir.

Mr. Taylor—Did John A. Moore pay you $250 for examination questions?

Mr. Ewald—I decline to answer—not pertinent or relevant to the issue.

Mr. Smith—The decision of the Chair is that you must answer. Did John A. Moore ever pay you $250 for the questions?

Mr. Ewald—I decline to answer.

THE WITNESS AGAIN FINED FOR CONTEMPT.

Mr. Smith—The decision of the Chair is that you be fined $250 for contempt, and stand committed until paid.

Mr. Taylor—Did Miss Mary Kennedy pay you $100 for the questions?

Mr. Ewald—I decline to answer. Mr. Chairman, I am already in custody for contempt, and cannot be compelled to answer any more questions.

Mr. Smith—The Chair rules that the witness must answer, and that the question is pertinent. Did Miss Mary Kennedy pay you $100 for the questions?

Mr. Ewald—I decline to answer. It is not relevant or pertinent to the issue.

Mr. Smith—Do you still decline to answer?

Mr. Ewald—Yes, sir.

FINED AGAIN AND COMMITTED TO JAIL.

Mr. Smith—The decision of the Committee is that you be now fined $500 for contempt and be committed to jail for five days.

The Chairman then excused Mr. Ewald from further testifying, and directed the Sergeant-at-Arms to take him into custody.

MRS. CARR'S CHARGE AGAINST THE SAN FRANCISCO POSTOFFICE.

Mr. Taylor—Mrs. Carr has stated that over forty per cent. of the examination papers passed through the San Francisco Postoffice, and that the questions have very probably leaked out through the connivance of the Postoffice clerks. Mr. Coey was here this evening, to give any testimony that might be required, but, owing to an engagement, he has not been able to remain. He has left the following written communication:

To the Finance Committee of the Board of Supervisors: The statement that the information relative to obtaining of questions, the subject of the Board's investigation at this moment, was obtained through the concurrence of clerks in the San Francisco Postoffice is incorrect in fact, and any examination of the employees of the office by proper authority will be aided by the Postmaster. Respectfully,

JAMES COEY, Postmaster.

Mr. Taylor then announced that there were no more witnesses in readiness to be examined, and the Committee adjourned, subject to the call of the Chair.

The following are the names of teachers dismissed from the Department as a result of the Investigation:

JOHN A. MOORE,
MRS. M. L. CLERY,
MISS KATE F. NAGLE,
MISS E. J. LITTLE,
MISS DELIA E. CRONAN,
MRS. K. A. GAMBLE,
MISS CELIA DALY,
MISS NELLIE McFARLAND.

APPENDIX.

Edward Ewald, after being sentenced to fine and imprisonment, as before mentioned, made application for a writ of *habeas corpus*. The case came up before Judge Dwinelle Thursday, Jan. 23.

The petitioner was represented by Messrs. Coghlan McClure and M. A. Edmonds, and the people by Assistant District Attorney Roysdon. There were a goodly number of persons present, including J. H. Smith, Chairman of the Finance Committee of the Board of Supervisors, J. W. Taylor, Chairman of the Investigating Committee of the Board of Education, and School Director Sullivan.

THE ISSUE.

Mr. Coghlan read the petition for the writ, which set forth that Edward Ewald was legally confined in jail under a commitment by the Finance Committee of the Board of Supervisors for contempt, in refusing to answer certain questions asked by the Committee in the investigation of charges preferred against A. C. Hiester, President of the Board of Education, and Superintendent Mann, for auditing warrants in favor of teachers whose certificates were supposed to have been fraudulently obtained.

ARGUMENT ON BEHALF OF THE PETITIONER.

Judge Dwinelle asked if the charges were controverted.

Mr. Coghlan replied that they did not controvert the fact, except so far as to make the issue. He then detailed the proceedings of the Investigation Committee, which are familiar to the public, and said that the only charge upon which the investigation by the Finance Committee rested was contained in the resolution passed by the Board of Supervisors directing the Committee to conduct the investigation of the Board of Education.

Counsel inquired of Mr. Roysdon whether he had correctly stated the case.

Mr. Roysdon—That is all, so far as I am informed, and of which I have any knowledge.

Mr. Coghlan—The law under which only they can act, is to be found in sections 6 and 7 of the Consolidation Act. (Sections read.) We claim that there were no charges before the Finance Committee for investigation. We claim that the resolution of the Board did not authorize an investigation on any charge.

Judge Dwinelle—I understand that charges were made.

Mr. Coghlan to Mr. Roysdon—You admit that there are no charges.

Mr. Roysdon—There are no charges except those contained in the letter of Director Taylor.

Mr. Coghlan—We claim that there are no charges. They are only fishing for charges.

Mr. Roysdon—The charge is contained in the authorization by the Board of Supervisors of an investigation by the Finance Committee.

Mr. Coghlan read the resolution of the Board of Education authorizing an investigation of President Hiester and Superintendent Mann, and the resolution of the Board of Supervisors directing its Finance Committee to aid the investigation.

Director Sullivan said the charges were made by Director Taylor and five other Directors in a letter to the Board of Supervisors.

Supervisor Smith said the Finance Committee acted as much on one resolution as the other.

Mr. Coghlan—I think you will find the same kind of charge in both resolutions, and you will find that the Board of Supervisors cannot investigate Hiester or Mann. There is no law to give such authority.

Judge Dwinelle—Is Mann the Superintendent?

Mr. Coghlan—He is Superintendent of the Public Schools and Hiester is President of the Board of Education. We traverse the writ in all its phases, and claim that the Committee has no jurisdiction. Sections 6 and 7 of the Consolidation Act only gives the Finance Committee power to audit claims

Counsel called the attention of the Court to the Act of 1863 and section 17 of the Consolidation Act and said: You will observe that all the duty of Hiester or Mann is to certify to the Board that a majority vote of the Board has decided that John Smith is enlitled to a certain amount of money, and therefore they are not officers to allow accounts. They have no more jurisdiction than I would have to decide what is due this man or that man. If they do more they exceed their jurisdiction. They have no more right than I to ask Ewald if he has received any money for questions. Your Honor sees that I might call upon you to answer questions, and if you refuse, I have as much right to send you to prison as the Finance Committee. The power is derived from section 7 of the Act, and it is that of examining into accounts as auditors. The Board of Supervisors has no more power to send a man to prison than I would have if he owed me $3. They have power only to punish city officers for contempt, and that only after a demand made in writing. The section of the law defining the power of the Finance Committee limits the class of persons whom they may punish. They may compel a particular class of persons to appear before them and that class only. I hold that the Code means that when a man can be punished for contempt, that it is for something done As for instance, if a witness refuses to testify he can be punished until he does testify.

[Sections 1209 and 1222 of the Civil Code as to power to commit for contempt were cited.]

We claim that under these sections that only when a man has committed an act of contempt can a penalty be enforced. When the omission consists of an act he can do and does not do, he may be punished for contempt. We hold in this case that the punishment exceeded the power of the Committee or of a Court. We claim that the Finance Committee exceeded their jurisdiction, the jurisdictron of the Supreme Court, your Honor's jurisdiction or any other jurisdiction by sending a man to jail without his having committed any crime. Your Honor can hold that he may be held on either one of the commitments, but we claim that he cannot be held on any commitment.

The first question is: "Did you receive $200 from Mrs. Daly for questions?"

"Mr. Ewald—I decline to answer."

We claim that the witness had a perfect and absolute right not to answer any question not pertinent to the issue under investigation. The judgment is that he be committed to jail until he pay a certain fine. There is no law authorizing a commitment for

such an offense, or in other words, it is an excess of jurisdiction, because the penalty is more than five days, as the law allows. He is put in prison until he pays the fine. How is it possible in charges against Hiester for auditing an irregular account, can it be asked if Ewald sold questions? A teacher comes up with a certificate, can anybody go behind that certificate and ascertain how she got the certificate? It is the duty of the officer to recognize the certificate. The certificate entitles her to teach. How can an officer acting upon that certificate be held responsible? (In *ex parte* Cohen, 6 *Cal.*, 320.)

Judge Dwinelle—That is the Adams & Co. case?

Mr. Coghlan—Yes, your Honor. In that case it is held that a party can be imprisoned until he performs the act directed by a Court. A Court has limited jurisdiction and its power to punish for contempt is only found in section 67.

There is no charge made here. There is no power to imprison, as it is beyond the jurisdiction. They could not give a judgment. They have no power to commit for contempt in such class of cases. There were no legal transactions from the commencement to the end.

At request of Mr. Roysdon, counsel read from the Supreme Court decision in the case of Batchelder vs. Moore. He also read from *ex parte* Rowe, 7 *Cal.*

Mr. Coghlan—Whatever power a Court has is given to revoke a certificate irregularly obtained. There is the case of Calderwood, imprisoned by Judge Stanly to remain until he paid a fine. He was released by the Supreme Court.

Mr. McClure—In the 49th California there is a case of commitment for contempt which is limited. A fine and imprisonment imposed are two things, and a third fine and imprisonment is not contemplated in law. We claim that the commitment in this case is absolutely void under the law.

Mr. Roysdon—Admitting that there are two commitments which are void, the third may be good. The whole basis of the proceedings lies in the charges against Hiester and Mann.

Counsel read the resolution passed by the Board of Education, asking the Board of Supervisors to instruct its Finance Committee to investigate Hiester and Mann.

Judge Dwinelle—Where are the charges?

Mr. Roysdon—I want the Court to determine whether we have any charges upon which we can stand.

Judge Dwinelle—What would you say the Board of Education suspected.

Mr. Roysdon—I should say they suspected something wrong. [Laughter.]

Judge Dwinelle—Do you think it would hold in the Municipal Criminal Court?

Mr. Roysdon—I think we would demur. I admit that there are no charges specific or definite enough for the Finance Committee to take such action as to warrant them in the exercise of the power to commit for contempt.

Judge Dwinelle—In other words, they have exceeded their jurisdiction?

Mr. Roysdon—Yes, sir.

At this stage Mr. Roysdon abandoned the case and walked out of the room, but before the Committee had time to render a decision, Director Sullivan, who was present, said he deemed it his duty, in behalf of the Board of Education, to see that the matter did not thus go by default. He argued that there was no necessity for charges to be made in writing. It was the duty of the Committee to investigate on the representations without specific charges.

Counsel read section 6 of the Consolidation Act

Judge Dwinelle—Must there not necessarily be a charge?

Mr. Sullivan—It is the duty of the Board of Supervisors to investigate any irregularities without written charges.

Mr. Coghlan—The only power is to inquire into charges when there are charges.

Mr. Sullivan—There is a standing order of the Board to investigate at anytime.

Judge Dwinelle—Where are the charges?

Mr. Sullivan—They can investigate without charges under a standing order of the Board. I hold that under section 6 no charges are necessary.

The Court read the first commitment and the questions propounded to Ewald as published in the *Bulletin*.

Judge Dwinelle—It is conceded that no charges have been made.

Mr. Sullivan—No; I don't concede that. I hold that the President and Superintendent audited teachers' demands, which they were not authorized to do.

Judge Dwinelle—But where are the charges?

Mr. Sullivan—I hold that they have a right to investigate on surmise. If your Honor holds that written charges are required, that terminates the matter, not to say anything of jurisdiction.

DECISION OF THE COURT.

Judge Dwinelle—This is a quasi criminal proceeding, which cannot be had under the Constitution except upon some charge in some definite shape, either by way of information, indictment, or complaint, or something of that character. There must be something that the parties must plead to, and that they can go to trial upon, and where they may be used as an issue. Now, the word "investigation," in a popular sense, is to investigate and find out certain facts. Such was doubtless the intention of the Board of Supervisors and the Finance Committee. But, to do this, the parties preferring the charges should obtain their evidence and lay it before the Committee, and, if such a jurisdiction exists with them, they should ascertain whether any criminal act has been performed by the parties charged. If they have that power in the popular sense, the parties should go on and ascertain if there is any foundation for the charge, and, if there is, they should take the proper proceedings to lay it before the Finance Committee in proper form, and then the parties should be cited for trial; and if upon that trial the parties decline or refuse to answer questions without any legal cause, then the statute imposes a fine. In the absence of all initiatory proceedings necessary to give the Finance Committee jurisdiction, they have, of course, no power to summon or even to swear witnesses, and certainly not to punish them for contempt if they decline to answer. The petitioner must be therefore discharged.

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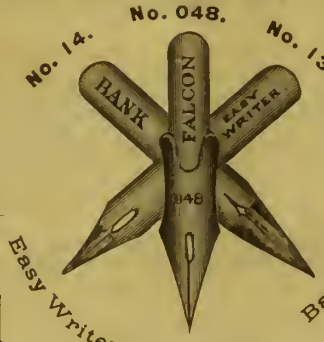

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THE WATER-LINE

BULK-HEAD BILL.

No apology need be made, even by an anonymous author, in putting forth suggestions in relation to matters of general interest, which are honestly intended to promote the public good.

While unknown, mere personal considerations will not enter into an estimate of our plans; but they will be regarded merely as they possess intrinsic merits.

The construction of a Bulk-head, for the convenience of commerce and the protection of the harbor of San Francisco, as a matter of legislation, ought not to be referred to the delegation of the City of San Francisco, *as a matter solely affecting their interests.* It is a subject of general interest, addressing itself to the consideration of *all* the citizens of the State. *Involved with it are the questions of revenue, the encouragement of commerce, the accommodation of our coasting trade, and the navigation of our inland waters.*

The right to legislate upon this subject rests solely with the State as sovereign. The City of San Francisco has no rights in the premises, save what she takes from the generosity of the State, or as may be incident to her local position.

All the authority the City ever had was delegated to her by the Second Water Lot Bill, and this Bill was repealed on the first day of May, 1853.

A BULK-HEAD BILL WILL PASS THE PRESENT LEGISLATURE: the interests of the harbor, of the City and of trade, all demand it; the time is ripe for its enactment, and *all the auguries of legislation point to its speedy consummation.* If, then, the author of this pamphlet can give any suggestions of *practical importance*, or any FACTS touching this bulk-head subject, he asks for them such consideration as they are justly entitled to.

It is urged by many in the interest of the present wharf companies, that there can be no legislation involving the construction of a bulk-head along the line of the present water-front, without invading interests and franchises already granted to and enjoyed by them.

THIS IS AN ENTIRE MISTAKE. *The right of individuals or companies to occupy any portion of the water-front never existed by any color of legal or equitable pretext;* the seizure and occupation of this line was an *aggression* upon private rights, with no other color of authority than that guaranteed by a council acting without shadow of legal justification.

The City did, in the confusion of some of its earlier proceedings, give to some of the wharf companies privileges to build on the water-line front of the City, and use the structures the same as wharves, for the collection of wharfage, tolls, etc.; of which privilege a number availed themselves, and are now actually using public streets as wharves, and collecting a revenue from the same.

But the State has never granted to the City, Wharf Companies or individuals, the right to use, occupy or build upon the water-line front of the City, or in any manner to take possession of the same;—on the contrary, has in the Second Water-Lot Bill expressly provided that the said front "*shall remain free from obstructions.*"

There might also be a question whether the City of San Francisco ever had the right to collect tolls; and it may be a knowledge of this fact that has prevented the present wharf companies from paying their just demands. The City had the right to grant the wharf lessees the privilege of building their wharves from the end of the streets—*nothing more!*

There is another fact which seems to be entirely lost sight of and forgotten: The Second Water-Lot Bill (so called), under which the City of San Francisco received all the rights it ever had in wharf property, was on the 1st day of May, 1853, repealed; and by this repeal, all the rights, privileges and franchises of the City in and to the wharves reverted to the State. ALL THE TOLLS SINCE THEN DUE BELONG AND ARE NOW OWING TO THE STATE; AND THE WHARVES, IF FORFEITED, *as forfeited they should be,* GO TO THE STATE;—*when, at the end of their leases, they revert,* THEY REVERT TO THE STATE, AND NOT TO THE CITY.

Prompt and decisive legal action on the part of the State authorities, would soon put these arrogant wharf monopolies "where the wicked cease from troubling and the weary are at rest;" would throw open our water-front for honest competition in the erection of bulk-heads and wharves, which when completed would leave a large number of wharves and wharf companies in healthful rivalry for the business of the port, instead of giving out the contract to one individual or company, out of which shall grow a giant monopoly.

As a source of future revenue to the State, this subject is of first importance.

There is now due the State for arrearages, which might be easily collected from the present wharf companies, in round numbers, $100,000.

There are twenty streets connecting with the water-front, where wharves may be built; and, taking the amounts agreed to be paid by the present wharf companies for the privilege of collecting tolls, as a criterion of the amount that would be realized from twenty wharf companies, we have a large item of revenue. Washington Street Wharf Company may be taken as a fair average of the business of all, and it pays, or agrees to pay, $510 per month. Now, calculating twenty wharves at say $500 per month, we have the gross sum of $10,000

monthly, or $120,000 per year, coming into the State and City treasury, to relieve real estate proprietors of a part of the burthen of taxation.

SECOND WATER LOT BILL.

An Act concerning the City of San Francisco.

The People of the State of California, represented in Senate and Assembly, do enact as follows:

Sec. 1. The city of San Francisco is hereby authorized and empowered to construct wharves at the end of all the streets connecting with the bay of San Francisco; the wharves to be made by the extension of said streets into the bay in the present direction, not exceeding two hundred yards beyond the present outside line of the beach and water lots; and the city is authorized to prescribe the rates of wharfage that shall be collected on said wharves, when constructed. The space between the wharves, when they are extended, which is situated outside of the outer line of the beach and water property, as defined by the Legislature, shall remain free from obstructions, and be used as public slips for the accommodation and benefit of the general commerce of the city and State.

Sec. 2. The right of the State to beach and water lot property in the city of San Francisco is hereby relinquished to the said city; provided, always, that the relinquishment to the city is made upon the express condition that said city *shall confirm the titles to all lots which have been granted by any Justice of the Peace;* which lots are situated on that part of the Kearny grant which is within the following boundaries, to wit: bounded on the north by Vallejo street, on the south by Harrison street, on the east by the easterly boundary of said beach and water lots, as defined by the Legislature, and on the westerly side by First and Fremont streets; and the grants shall be, and the same are hereby confirmed and made evidence of title in all Courts of the State, and holders under them shall have possession of said property so granted; provided, always, that this Act shall not be construed as confirming grants to the property known as the public slip, bounded by Davis, Clay and Sacramento streets, nor to any property, the title or lease to which has been confirmed to individuals by any former Act of the Legislature; and said grants must have been recorded in the Recorder's office prior to the first of February, 1851.*

JOHN BIGLER, Speaker of Assembly.
DAVID C. BRODERICK, President of the Senate.

Approved, May 1st, 1851.
JOHN McDOUGAL.

Memorandum.—Broadway, Pacific, Market and Commercial Street Wharves obtained their original contracts from the City; these contracts were subsequently confirmed by the Legislature; since which time they have obtained permission to extend their wharves from the City, under the authority of the Second Water-Lot Bill; so that now *all the wharves hold under the State, by virtue of that Bill.*

* This Bill was repealed by the Legislature of 1853.

We herewith submit to the Legislature the form of a Bulk-head and Wharf Bill; first premising that it is the work of a private citizen, who has no scheme of interest connected with it. It is sent to the Capitol and put upon the desks of members, there to meet the fate of which it may be deemed deserving. No outside influence accompanies it, and none will be brought to sustain it. No member of either house has or will be asked to introduce it; but it is hoped that it has sufficient merit to secure its introduction to legislative notice.

It is assumed by its author, that some Bulk-head Bill will pass this session.

The author believes a bulk-head may be erected, at small expense, in limited sections, and in a brief period of time, by private contractors, who can pay themselves handsomely for their disbursements in its construction, and at the same time pay a generously monthly sum to the State, from the revenues they will be entitled to collect.

Economy and simplicity are intended to characterize this bill.

AN ACT

To secure the Construction of a permanent Bulk-Head along the Line of the present Water-Front in the Harbor of San Francisco, and the Building of Wharves at the Eastern extremity of the Streets connected therewith.

SECTION 1. A Bulk-head shall be constructed, commencing at a point on the water-line front, where the south line of Folsom Street intersects the eastern line of East Street; thence following said water-line front in a northerly direction, to the intersection of the north line of North Point Street with the eastern line of Kearny Street. Said bulk-head shall be not more than one hundred feet in width, and shall be built on the easterly side of and adjoining the present water-line front of the City of San Francisco, as established by the Act of the Legislature of the State of California, entitled, "An Act to provide for the Disposition of certain Property of the State of California," approved March 26, 1851.

SEC. 2. The Governor shall appoint two Commissioners, to be approved by the Senate, who, together with the President of the Board of Supervisors of the City of San Francisco and his successors in office, shall constitute a "Commission," whose duty it shall be to examine and survey the water-line front of the City of San Francisco, to adopt and provide plans and specifications for the construction of a breakwater and bulk-head along the line thereof, and also to adopt and provide plans and specifications for the construction of wharves at the foot of such streets as said Commissioners may deem proper, connecting with said bulk-head. The Governor shall also have power to remove either of the Commissioners so appointed by him, for good and sufficient cause, and to fill the vacancy.

SEC. 3. The Commissioners, having agreed upon their plans and specifications, shall proceed to advertise and invite bids for the same, in two daily papers in the City of San Francisco, for at least ten days, and shall let each of said wharves, with the bulk-head, to the centre of the

adjoining blocks, IN SEPARATE CONTRACTS, to such responsible parties as will construct said bulk-head and wharves, and will pay to the State and City the GREATEST SUM PER MONTH for the privilege of collecting and receiving the tolls, wharfage, dockage and cranage thereon for a period of fifteen years; said parties so contracting to build said bulk-head and wharves, giving bonds satisfactory to said Commissioners that they will within twelve months from the date of their contracts, sink cribs of substantial timber filled with stone, in such manner as said Commissioners shall direct, on the entire length of the water front connected with their contracts, so as to prevent further injury to the harbor.

To such wharf companies as have unexpired leases, contracts shall be made subject to their legal rights in the premises.

SEC. 4. Said bulk-head shall be fully completed within two years from the date of said contracts; and said Commissioners may, if in their judgment they deem it advisable, require bonds for the performance of said work. In event of any failure of the contractors to comply with the conditions of the contract entered into between them and the Commissioners, the Commissioners shall have power to declare the same forfeited, and to re-let the same by advertisement, in the same manner as the said contracts were originally let. The Commissioners shall have power to cancel and annul all bonds entered into upon the fulfilment of their obligations.

SEC. 5. Said bulk-head and wharves, with all the rights and privileges herein granted, shall at the expiration of said term of fifteen years revert to and become the property of the State of California; and said contractors shall surrender the same in good condition.

SEC. 6. The rates of wharfage, dockage and tolls, chargeable by the contractors under this Act, shall not exceed the rates charged on the first day of January, 1858.

SEC. 7. All monies collected or to be hereafter collected, and all monies now due or hereafter to become due to the State or City for or on account of wharves and bulk-heads, shall be paid into the State treasury monthly; one half of said sum to be paid over to the said City and County of San Francisco monthly, to be reserved as a special fund for repairing and keeping in good condition the streets connected with and leading from said wharves; the State first reimbursing to itself the amount laid out and expended on account of said bulk-head and wharves.

SEC. 8. It shall be the duty of the Governor forthwith to take measures for the immediate collection of such sums of money as are now due to the State of California or the City of San Francisco from the various wharf companies, or to proceed to have the wharf contracts declared forfeited, or both, as may seem to him advisable and in accordance with law; and if necessary to employ special legal counsel therefor, the entire compensation not to exceed one thousand dollars.

SEC. 9. It shall be the duty of said Commissioners to employ as Secretary some competent business man, at a salary not exceeding $2,000, whose duty, among others, it shall be to keep an accurate account of all the actings and doings of said Commission, in books kept for that purpose, and to keep on file all papers and documents connected with said wharves and bulk-heads; which said documents, books, minutes

and papers shall at all business hours be open to the inspection of all officers of the State of California or members of the Assembly, and all officers of the City and County of San Francisco or members of the Board of Supervisors.

SEC. 10. Two of the members of said Board of Commissioners shall be a quorum to transact business; and the acts of two members shall be binding and conclusive. They shall each be entitled to an annual compensation of $3,000, to be paid from the State treasury, and in the same manner as is provided by law for the payment of State officers; except the President of the Board of Supervisors of the City and County of San Francisco, who shall be paid $1,000 from the treasury of the City of San Francisco.

Said Commission shall expire at the end of one year. The Board of Supervisors of the City and County of San Francisco shall succeed to all the powers and duties of said Commissioners; but without compensation.

Said Commissioners shall be allowed, from the treasury of the State, $1,000 for necessary contingent expenses.

SEC. 11. All the acts and doings of said Commissioners, and all leases or contracts entered into or executed by them, shall be subject to the approval of the Governor of the State of California; and no contract shall become binding or operative, until approved and indorsed by him.

The entire distance from Folsom Street on the south to North Point Street on the north, along the line of the present water front, embracing the frontage of nineteen blocks and twenty streets, including all the angles, is NINE THOUSAND FIVE HUNDRED AND EIGHTY FEET.

We are informed by competent and responsible parties, that they will build a bulk-head or breakwater, and complete the same within twelve months, by sinking cribs filled with stone, of sufficient width and depth along this water-line front to effectually and entirely prevent the further encroachment of the land into the harbor by the accretion of the mud and deposit from the City side, and prevent the mud in any manner further filling up the channel, FOR ONE THOUSAND DOLLARS FOR EVERY ONE HUNDRED RUNNING FEET,—the parties doing the work furnishing all the required material, and *of the best description;*—MAKING THE ENTIRE COST OF THIS BREAKWATER, FROM FOLSOM STREET TO NORTH POINT STREET, NINETY-FIVE THOUSAND EIGHT HUNDRED DOLLARS.

The experience of parties filling in their own lots with stone during the last year, has demonstrated the fact *that the price above named is extravagantly high*, as the only difference between building a breakwater and filling a lot is the cost of the crib. *Thus it will be seen that a breakwater or bulk-head can be constructed for a sum less than is now due from the wharf companies;* and be completed in less time than the bulk-head schemes now before the Legislature, with all the cumbersome machinery of their commissions, could be commenced—schemes having for their object, not the construction of a bulk-head, but some selfish purpose of personal profit.

352.7

Some Considerations

ON THE

Street Contractors' Bill

Street Contractors' Bill.

The object of this bill is to enable persons, who, under contracts entered into with the municipal authorities for work upon the streets in the City of San Francisco, have fully performed their part of the bargain, but, through the fault of the municipal officers, have been unable to collect their money, to bring suit in the Superior Court against the municipality, and, upon proof that their claim is just, obtain judgment.

Two questions arise upon consideration of the bill: *First*, Are these claims just and meritorious? *Secondly*, Is there, on the part of the municipality, a moral obligation to pay them which the legislature may enforce?

First—The claims are just and meritorious.

Under the street law of San Francisco [Stat. 1862, p. 391] the following proceedings are to be gone through in the improvement of streets: The Board of Supervisors pass a resolution declaring their intention to do the work, which resolution must be published ten days (§ 4). The Board, then, invite proposals for the work contemplated, by a notice posted in the office of the Superintendent of Streets, and also published for five days (§ 6). After the Board has awarded the work to the lowest bidder, they must publish notice of the award for five days (§ 6). Ten days after the first publication of this notice, the Superintendent of Streets enters into a contract with the contractor to do the work (§ 6). The work must be done "under the direction and to the satisfaction of the Superintendent" (§ 7). After the completion and acceptance of the

work, the Superintendent makes an assessment of the cost upon the adjoining property. To this assessment is attached a diagram of the street and property assessed, and a warrant, signed by the Superintendent and countersigned by the Auditor, authorizing the contractor to collect the assessment (§ 10). The warrant, assessment and diagram must be recorded. After they are recorded they are delivered to the contractor, who may then proceed to collect (§ 10).

As instances of how, after doing their work, contractors, through the fault of the municipal authorities, lost their pay, the following, out of many, may be cited:

1. A contract was entered into by the Superintendent of Streets with M. W. Griffin for grading Clay street from Jones to Leavenworth. The work was done and accepted and the contractor was entitled to receive therefor $27,196.12. The Superintendent made out the assessment, diagram and warrant, recorded them and delivered them to the contractor; but, *he forgot to sign the assessment.* This omission on the part of the Superintendent was held fatal, and the contractor lost his money. [*Dougherty* vs. *Hitchcock*, 35 Cal., 512.]

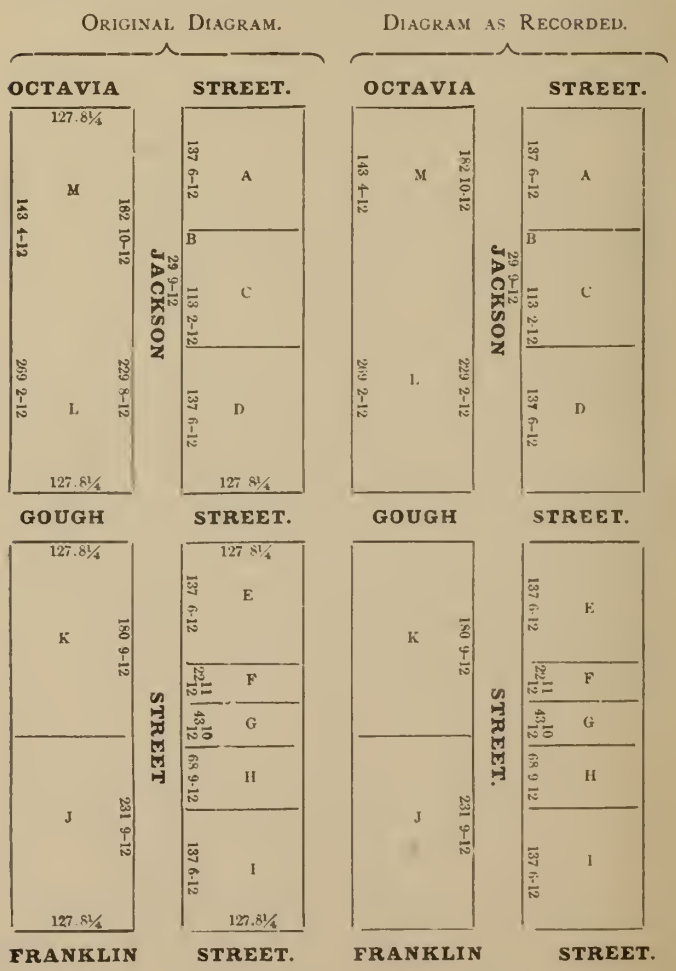
2. A contract was entered into for the improvement of a street. The work was done and accepted; the assessment made out and delivered. Everything required by the Act to be done had apparently been done. The notice of award required by Sec. 6 of the Act to be published for five days, had in fact been so published; but, *the Board of Supervisors had forgotten to pass an ordinance directing the publication.* This omission on the part of the Board was held fatal and the contractor lost his pay. [*Donnelly* vs. *Tillman*, 47 Cal., 40. *Himmelman* vs. *Saterlee*, 49 Cal., 387.]

3. A contract was entered into by the Superintend-

ent of Streets with John Hammill to grade Jackson street from Polk street to Van Ness avenue. The work was done and accepted; the assessment made and delivered. Everything had been done, except an exact compliance with the law as to notice. The law requires that the Board of Supervisors shall cause notice for sealed proposals "to be conspicuously posted in the office of the Superintendent." The Board did have the notice posted for five days; but *they forgot to put it up before* 9 *o'clock A. M. of the first day.* For this omission on the part of the Board of Supervisors the contractor lost his pay. [*Himmelman* vs. *Cohn*, 49 Cal., 285.]

4. A contract was duly entered into for grading Jackson street from Franklin to Octavia. The work was performed and accepted; the assessment, diagram, and warrant made, recorded and delivered; but in recording the diagram *the Superintendent of Streets forgot to write down the figures* 127.8¼, *which, on the original diagram, showed the depth of the lot.* For this omission on the part of the Superintendent the contractor lost his pay. [*Himmelman* vs *Bateman*, 50 Cal., 11.]

The following cut will show how far the *recorded* diagram differed from the *original :*



5. On the 6th of May, 1867, the Board of Supervisors of San Francisco awarded to Peter Connolly, as the lowest bidder, a contract for grading Market street to the official grade from Valencia to Castro streets at 39 cents per cubic yard. On the 18th of the same month, a contract was entered into between him and the Superintendent of Streets for the performance of said work. Connolly at once commenced operations and so continued till late in 1869. At that time, his further progress was arrested by the fact that he had reached a point where the street crossed over private property which the city did not own, and which had never been dedicated by the owner as a street. Connolly was then entitled to be paid, according to his contract, for 154,262 cubic yards, but could obtain no payment because, under the law, no assessment could be made until the work covered by the contract was completed; and he could not complete it, since the street ran over land which did not belong to the city.

The justice of his claim for compensation was, however, so apparent, that, on the 29th of November, 1869, the Board of Supervisors, without a dissenting voice, passed a resolution declaring their intention "to apply to the Legislature for the passage of an Act legalizing" Connolly's contract with the Superintendent of Streets. (Res. No. 666, N. S.) The Legislature, on the 2d of April, 1870, passed an Act (Stats. 1869–70, p. 626) authorizing the Board of Supervisors to open and grade Market street from Valencia to Seventeenth streets, and to condemn private property for that purpose. This Act authorized the city to take and pay for private property for the purpose of opening said street. It made it the duty of the Board to invite proposals for the work of opening and grading, and to make an award to the lowest bidder. Connolly again

put in a bid, and the contract was awarded to him. The proper contract was entered into between him and the Superintendent of Streets, and he proceeded with his work. He finished work on the street in the latter part of 1871. The above mentioned statute provided that, after the completion of the work and its acceptance by the Superintendent of Streets, the Board of Supervisors should appoint three Commissioners to make an assessment for the payment of the work done on the street. The statute directed that the work done by Peter Connolly under his first contract should be estimated by the Commissioners, and paid out of the moneys to be raised by the assessment. On the 31st day of December, 1872, the Commissioners appointed by the Board of Supervisors made and filed their report in the Court as the amendatory Act of 1872 (Stats. 1871–72, p. 739) directed them to do. This report showed the amount due Connolly under his first and second contracts to be, exclusive of interest, $167,-131.60. The confirmation of the report was objected to by the property owners on the ground that the statute of April 2, 1870, was unconstitutional. The County Court so held, and, on the 6th of March, 1873, set aside the Commissioners' report and ordered that no further proceedings be had in the premises. An appeal was taken to the Supreme Court, and there the judgment of the County Court was affirmed. The Supreme Court held the Act of April 2, 1870, unconstitutional, on the ground that it provided for the payment of Connolly's claim under the first contract. [*In the matter of Market Street*, 149 *Cal.*, 546–549.]

Thus, were five years of labor in opening and grading one of the principal avenues of the city lost. Why lost? The work performed under the first contract was lost because the city had entered into an agreement for

the opening of a street over lands which it did not own. The work performed under the second contract was lost because the Legislature of the State had passed and the Governor had approved and the City had accepted and acted under a statute which the Supreme Court said was unconstitutional. But Connolly had done his work all the same. In both cases the Board of Supervisors had invited him to do it, had accepted his offer and had awarded the work to him. In both the Superintendent of Streets had, as the representative of the city, entered into a contract with him for the performance of the work; his work had been faithfully done, had been accepted by the Superintendent of Streets, and had been turned over to the city in the shape of an open, graded public street. And yet, after all this, it was decided that Connolly could not collect the amount due him.

These are a few of the instances in which contractors, after faithfully doing their work, have, through no fault of theirs, but through the negligence or omission of municipal authorities, been deprived of their pay.

Secondly: There is on the part of the City a moral obligation to pay these claims which the legislature may enforce.

That these contractors should, under the circumstances stated, have been paid for their work; that it is unjust, that, after earning their money, they should lose it, no one will deny. The only question would seem to be: Is there a moral obligation to pay them on the part of the City, which has invited them to do the work, has entered into a contract to do it, has accepted it when done, and has ever since enjoyed the benefit of it —the City through whose fault, in not strictly observing the law, the contractors have lost their legal remedy to collect their money?

Unquestionably, the City is, under these circumstances, morally and equitably responsible to these men; and as little doubt is there that the Legislature has the power to direct the City to discharge this obligation.

In the first place, it may be observed that it is well established as a proposition of law, that the opening and improvement of streets is a municipal function, the exercise of which is calcutated to benefit the municipality at large, and the cost of which it is competent for the Legislature to impose, either upon the whole city or upon adjacent property, or upon both, in any given proportion. "For the expenses of such improvements," says the Supreme Court, "it is competent for the Legislature to provide, either by general taxation upon the property of all the inhabitants of the county or town in which they are made, or upon property adjacent thereto specially benefited thereby" [*Burnett* vs. *TheCity of Sacramento*, 12 Cal. 76; *Sinton* vs. *Ashbury*, 41 Cal., 525; *Chambers* vs. *Satterlee*, 40 Cal., 497–514].

A striking exercise of the power of the Legislature to transfer from the property primarily benefited to the city at large the cost of opening a street, which, under the original law, was to be imposed solely upon the property benefited, is found in the following case: Under a statute for the extension of streets in San Francisco, certain Commissioners had been appointed to assess damages and benefits to the property affected. The expense of the extension, including the compensation of the Commissioners, was to be entirely borne by and assessed upon the property to be benefited by the improvement. The Commissioners did the work assigned them and earned their compensation. Doubts having arisen as to the constutionality of the statute,

the Commissioners, fearing lest they should not get their pay from the assessment, procured the passage by the Legislature of an Act ordering the city to pay them. The city resisted the claim and "denied that the Legislature has the power under the constitution to appropriate the funds of a municipal corporation towards the liquidation of a demand, which the corporation was not under even a moral obligation to pay;" but the Supreme Court decided that the Legislature had the power to make the city pay for a street improvement even though the statute under which the improvement was made originally contemplated that payment should be made solely by the property benefited [*Sinton* vs. *Ashbury*, 41 Cal., 525].

Another and similar exercise of this power is found in the following case: Patrick Creighton entered into contract with the Superintendent of Streets to grade Union street from Taylor to Larkin. He fully performed his work. It was accepted and he received from the Superintendent his assessment and warrant for collection. The proceedings were regular except that, through the negligence of the Board of Supervisors, the original resolution of intention to do the work had not been "presented to the President of the Board for approval." For this omission of the Board the Supreme Court held Creighton must lose his money. [*Creighton* vs. *Manson*, 27 Cal., 629.] Creighton then appealed to the Legislature for relief, and the Legislature passed an Act directing the City of San Francisco to pay him. [Stat. 1869–70, p. 309.] The City resisted payment; but the Supreme Court enforced it, holding the Act to be the exercise of proper Legislative power, and adding these words:

"The admitted fact here that Creighton had performed labor in the improvement of the public street, and of which the municipal government and people of San Francisco had the benefit, and that

he had been unable to obtain compensation therefor, only because the principal officer of the municipal government had neglected to observe the statute requiring him to sign his name to the resolution under which the work was done, presented a case fully as persuasive in its circumstances as most of those which have been the subject of legislative relief in this state or elsewhere."

Creighton vs. *San Francisco*, 42 Cal., 446.

A further and striking illustration of this power is found in the general Statute passed April 4, 1870 [Stat. 1869-70, p. 890], providing for exactly the same relief and for the application of the same principle contended for here, viz: that, where a street contractor has entered into a contract and faithfully performed his work, but lost his pay through no fault of his, the City should pay him [p. 896, § 11].

The right and power of the Legislature to direct municipal bodies to discharge moral obligations is not only sanctioned by the foregoing cases, but, is one universally recognized and enforced.

The most eminent living author on constitutional law has said:

"The Legislature has undoubted power to compel the municipal bodies * * * to recognize, meet and discharge the duties and obligations resting upon them as such, whether they be legal, or merely equitable or moral, and, for this purpose, it may require them to exercise the power of taxation whenever or wherever it may be deemed necessary or expedient."

Cooley on Const. Lim., 283.

"There are very many claims, however, resting on Equity, which the Courts would be compelled to reject, but, which it would be very proper for the Legislature to provide for by taxation."

Id. 612.

And the ablest living author on municipal law says:

"The fact that a claim against a municipal or public corporation is not such an one as the law recognizes as of legal obligation has often been decided by Courts of the highest respectability and learning to form

no constitutional objection to the validity of a law imposing a tax and directing its payment * * * The cases on this subject, when carefully examined, seem to the author to go no further, probably, than to assert the doctrine that it is competent for the Legislature to compel municipal corporations to recognize and pay debts not binding in strict law, and which, for technical reasons could not be enforced in Equity, but which nevertheless are just and equitable in their character and involve a moral obligation. To this extent and with this limtation, the doctrine is unobjectionable in principle and must be regarded as settled."

Dillon on Mun. Corp., § 75.

This subject could not be better concluded than by quoting the language of the illustrious author first cited:

"In these cases," says Judge Cooley, "the Legislature is not confined to making compensation within the strict limits of common law remedies, but *it may recognize moral or equitable obligations, such as a just man would be likely to recognize in his own affairs whether by law required to do so or not.*"

Cooley on Taxation, p. 91.

Would a just man refuse to recognize in his private affairs such a moral obligation as these contractors hold against the City of San Francisco? Could any man live and hold up his head in a community where he had successfully deprived a creditor of a just debt as these contractors have been deprived? Does it not almost fill one with contempt for the law, to think that, in the State of California, it is possible for a City to enter into a contract with a contractor for the peformance of municipal work, and, after the work has been faithfully completed, and accepted, the contractor is to be forever deprived of his pay, because the City has failed in some minute and microscopic observance of the law—because a mayor has forgotten to sign an ordinance, or, because a notice which was to be posted at 9 o'clock A. M. was posted, instead, at 10 o'clock, or, because, in copying a map in a record book, the recorder

omitted a figure showing the depth of a lot, or to put down an arrow-head showing the points of the compass!

Both the Legislature and the Supreme Court have in times past compelled the City of San Francisco to make good to a contractor, who had faithfully done his work the loss which he sustained through the omission of municipal officers. The same measure of justice is sought to be meted out by this bill. All that these unpaid contractors ask of the Legislature is to be allowed to go into a Court of Justice, and, if they can there establish that they have regularly entered into contracts for the improvement of streets, that they have fully performed their agreement, that their work has been accepted, that they have lost their pay by reason of the omissions, oversights or irregularities of the municipal officers, then, judgment shall be rendered against the city, which has contracted for, accepted and received the work, and through whose fault, the contractor has been deprived of his compensation.

In some quarters this effort on the part of these men —ruined in improving the streets of San Francisco—to collect the money so long due them has been denounced as "a steal." But denunciation is not argument and vituperation is not proof. It is not the first time in the history of the world that the real delinquent has cried "stop thief"; and, besides, it is always easier, and to some natures more congenial, to insult an honest creditor than to pay him.

In conclusion, it is submitted that the claims of these men are just and meritorious, that the City of San Francisco is equitably and morally responsible for them, that the Legislature has the power to order their submission to a Court of Justice for adjudication, and that every consideration of justice and fair dealing requires that this power should, in this case, be exercised.

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1896.

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REPORT FOR THE YEAR 1895

ON THE

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REFERENCE TO PREVIOUS REPORT, Annual Series No. 1576.

Presented to both Houses of Parliament by Command of Her Majesty,
JUNE, 1896.

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UNITED STATES.

SAN FRANCISCO.

Consul-General Warburton to the Marquis of Salisbury.

My Lord, *San Francisco, May* 1, 1896.

I HAVE the honour to enclose my Annual Report on the Trade, Commerce, and Agriculture of this Consular District, together with Reports from the British Vice-Consuls at Los Angeles and San Diego.

I have, &c.
(Signed) J. W. WARBURTON.

Report on the Trade, Commerce, and Agriculture of the Consular District of San Francisco for the Year 1895.

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Note.—Calculations are made throughout this report at 5 dol. to the *l.*

General Remarks.

At the commencement of the year 1895 hopes were entertained that there would be a recovery from the great business depression of the previous year, and that the new year would prove to be an active one. But a careful study of the operations of the year shows that these hopes have not to any great extent been fulfilled. Still there has been an undoubted if not a very considerable improvement.

The cereal and fruit crops showed a reduction, but in the case of wheat the reduction in quantity was to a great extent, though not altogether, made up by better prices.

The lumber, iron and hardware business showed a considerable increase over that of 1894, and prices in the iron trade also showed an advance in sympathy with those in the East. In most other goods prices were low, though in some cases, such as cottons

and woollens, they improved towards the close of the year. Profits were, however, small in most classes of goods.

The Clearing House exchanges in this city for 1895 were 138,415,848*l.*, against 131,705,361*l.* in 1894, showing an increase of 6,710,486*l.*, or somewhat less than 6 per cent. The improvement manifested itself chiefly in the latter part of the year, the figures being for the last quarter of each year—1894, 35,303,665*l.*; 1895, 39,341,093*l.*

The principal banks added largely to their stocks of gold, and this strengthened the financial situation, and their condition in general was satisfactory.

There were few failures of any importance. The principal one was that of the Grangers' bank, which was compelled to suspend operations in consequence of losses resulting from the continued low prices in the wheat business. But it is said that every depositor will be paid in full.

Insurance.

The past year was, as far as profits go, one of the worst ever experienced on the West coast. This was not so much owing to a falling-off in the amount of business, or to exceptionally heavy payments for losses, as to the war of rates, which so reduced premiums that in many instances there were no profits left. There was, however, in spite of lower rates, less written than in other years, and marine losses were very serious. Insurance.

The Insurance Commissioner in his report says that there are no marked general changes in the business of the level premium companies, the amount in force being about the same as last year, while the amount written is a little less. The marine insurance companies increased the amount written over 1894 by about 20,000,000 dol., with a corresponding increase in receipts of 135,000 dol. The year, however, was a very disastrous one, the losses increasing from 418,106 dol. 22 c. in 1894 to 887,761 dol. 60 c. in 1895. The loss ratio in consequence jumped from 37·5 to 71·1. The fire tables will furnish a field for study to insurance men for many months. It is a well-known fact that rates have been sadly demoralised during the entire year; that much business expiring beyond 1895 has been cancelled and re-written at the lower rates; and that many persons are carrying larger lines than formerly. Naturally every one thought that the amount of business written would be greatly increased. On the contrary, about 20,000,000 dol. less was written than last year, 30,000,000*l.* dol. less than in 1893, and 40,000,000 dol. less than in 1892, while the amount in force was slightly increased. The student of rates will find sufficient employment for the balance of the year. Some of the most conservative companies in the matter of rates average no higher than those that have been condemned as violent rate-cutters. Others report a higher average rate for the business written during the year than on the amount in force, an anomaly no one spoken to is able to clearly explain. The incomes

of the companies have suffered greatly, and the insured are now carrying about as much insurance as usual, at a saving to them of at least 1,500,000 dol. This has naturally made a very high loss ratio for California, and for purposes of comparison (at least during the time of the compact) a false one. The average percentage of losses to premiums on fire risks for 1895 is 60·6. The average percentage of losses to premiums on marine risks for 1895 is 71·1. The ratio of losses to premiums on fire risks for the 5 years have been :—

Year.	Percentage.
1891	36·1
1892	38·9
1893	39·4
1894	44·4
1895	60·6

Fire Insurance.

	Amount.	
	Dollars	c.
Amount written	358,738,159	0
Premiums on same	4,704,584	11
Losses paid	2,850,672	07
	Percentage.	
Ratio of losses to premiums.. ..	60·60	

Marine Insurance.

	Amount.	
	Dollars	c.
Amount written	127,937,123	0
Premiums on same	1,249,317	11
Losses paid	887,761	60
	Percentage.	
Ratio of losses to premiums.. ..	71·1	

The companies of this State have only written 31,514,873 dol., or about one-eleventh of the whole, in fire insurance, and only about one-tenth, or 12,223,255 dol., in marine, companies of other States having done 135,405,607 dol. in fire, and 8,353,710 dol. in marine, while companies of foreign countries have written 191,818,679 dol. in fire, and 107,360,158 dol. in marine. The rates on fire have been only a little over 1 per cent. The Sun sold out to the Fireman's Fund during the year.

Shipping and Navigation.

The accompanying table shows the number and nationality of vessels which entered and cleared at this port during the past year.

British shipping shows an increase over 1894. 29 more vessels, with 76,167 more tons, entered, and 33 more vessels, with 138,033 more tons, cleared. American shipping to and from foreign countries fell off, 35 vessels less than in 1894 having entered, and 55 less having cleared. The shipping of other countries shows a slight decrease also. Annex A. Shipping.

For a considerable portion of the year the wheat rates were below what was regarded as paying rates, and several times vessels declined freights at the rates prevailing. It was not until the Syndicate wheat began to be shipped and the owners wanted vessels that the market showed any activity. Rates then went up high, and it was thought that they would keep up, but no sooner was it known that iron ships were getting good rates here than there was a rush from all quarters to participate in them, and they soon began to fall, and towards the close of the year they were pretty low. Since the close of the year they have dropped down to as low as 1*l.* 1*s.* 3*d.* for iron United Kingdom orders, with the usual difference in favour of a direct port of 16*s.* Charters. Freights.

The rates for the year were as follows :—

Month.	Prices.	
	From—	To—
	£ *s.* *d.*	£ *s.* *d.*
January	..	1 7 6
February..	1 3 9	1 6 3
March	1 3 9	1 6 3
April	1 3 9	1 10 0
May	1 10 0	1 13 0
June	..	1 15 0
July	1 15 0	1 17 6
August	1 15 0	1 7 6
September	1 7 6	1 4 6
October	1 7 6	1 10 0
November	..	1 7 6
December	1 7 6	1 6 3

These ruled 3*l.* 10*s.* per month for the greater part of the year, but for a short period went down to 3*l.* At the close of the year they advanced to 4*l.* Seamen's wages.

Up to the end of last year the Pacific Mail Company and the Panama Railway Company ran steamers between this port and Panama, and between Colon and New York, but at the beginning of the present year, under an agreement concluded between the two companies, the Pacific Line withdrew its steamers from the Atlantic side, and the Railway Company theirs from the Steam lines to New York viâ Panama.

Pacific side of the Isthmus. This arrangement leaves the Pacific Mail Company without a competitor between San Francisco and Panama.

New port of entry. The town of Oakland, situated on the eastern side of the bay opposite to San Francisco, has been created a sub-port of entry, and a custom house has been established there. Foreign vessels can now make entry at or clear from there.

Port charges. San Francisco has long enjoyed the unenviable reputation of being one of the most expensive ports in the world, and an organized effort is now being made to obtain a reduction of the port charges. A meeting of delegates from the different trade organisations more or less interested in the matter has been held, and committees have been formed to make inquiries into the different charges on shipping, with a view to getting them reduced. A table of the various rates and tolls is annexed.

Shipbuilding.

Shipbuilding. This industry was insignificant, and even so continues to show a falling-off. The tonnage for the bay being as follows for the last 2 years:—

Year.	Gross Tonnage.	Net Tonnage.
1894	2,577	2,095
1895 .. .. (about)	1,580	1,349

Most of the vessels built were small schooners, the two largest being respectively of 536 and 146 gross tonnage. All the rest but two were under 50 tons. There were a few steamers built, the two largest being respectively of 200 and 197 gross tonnage.

Catch of the Whaling Fleet.

Whaling. The catch of the Arctic whaling fleet for the past year was less than for 1894. The figures are:—

Year.	Quantity.		
	Oil.	Bone.	Ivory.
	Barrels.	Lbs.	Lbs.
1894	8,119	274,579	7,367
1895	4,390	104,595	4 160

Seamen's institute. This establishment is doing good work, and is well worthy of support by British shipowners. The records of the Consulate

show that in the 2 years previous to its opening 122 apprentices deserted from British vessels in port, while during the 2 years and 10 months since it was established only 32 apprentices have deserted.

Trade and Commerce.

The following tables show the exports and imports for 1894 and 1895:—

Annex B. Exports.

There was a considerable increase in exports by sea, amounting to about 25 per cent. over those of 1894. This increase was owing to larger shipments of cereals, salmon, and canned goods to Europe and to the East by Panama, also to a great increase in the trade with countries on the Pacific coasts, especially Central America and Japan. On the other hand exports by rail showed a reduction, chiefly in fruit and sugar.

Wheat and flour.

The exports of wheat and flour by sea during 1895 were: wheat, 11,051,002 centals; flour, 948,762 barrels, of a total value of 2,636,102*l.*, or an increase of 3,850,186 centals of wheat and 161,305 barrels of flour over 1894. Of this the United Kingdom took 10,786,735 centals of wheat and 48,580 barrels of flour, and Australia 128,109 centals of wheat and 20,912 barrels of flour.

Barley and oats.

Of barley and oats there were exported in 1895: barley, 1,631,916 centals; oats, 16,898 centals, showing an increase in barley of 571,466 centals, and a decrease in oats of 5,239 centals as compared with 1894.

Hops.

The export of hops was for the 2 years as follows:—

	Quantity.	
	1894.	1895.
	Lbs.	Lbs.
From San Francisco, by sea ..	406,198	804,115
„ by rail ..	500,000	784,000
From the interior of California, by rail	8,764,000	6,554,000
Total	9,670,198	8,142,115

showing a falling-off in 1895 of 1,528,083 lbs.

Fruit and canned goods.

The shipments of fruit and canned goods to the East by rail were as follows:—

Articles.	Quantity.	
	1894.	1895.
	Lbs.	Lbs.
Canned goods	97,106,000	59,142,000
Dried fruit	88,232,000	102,686,000
Green fruit	164,402,000	119,734,000
Raisins	83,134,000	85,352,000
Total	432,874,000	366,914,000

These shipments, however, do not represent the total movement, as the Southern Pacific Railway Company declined to give any returns for the southern section of the State represented by the terminals Los Angeles and Colton.

Citrus and green fruits.

Shipments of green and citrus fruits were made from the following terminal points:—

	Quantity.	
	1894.	1895.
	Lbs.	Lbs.
Sacramento	106,304,000	73,082,000
San José	25,530,000	20,186,000
Stockton	12,844,000	15,382,000
San Francisco	202,000	176,000
Marysville	8,950,000	5,496,000
Oakland	101,572,000	5,412,000
Total	166,402,000	119,734,000

Canned goods and dried fruits.

The shipments of canned goods, dried fruits, and raisins in 1895 from the same terminals were:—

	Quantity.		
	Canned Goods.	Dried Fruits.	Raisins.
	Lbs.	Lbs.	Lbs.
Sacramento	10,424,000	16,266,000	1,578,000
San José	11,662,000	48,444,000	22,000
Stockton	652,000	16,764,000	82,432,000
San Francisco	23,468,000	11,596,000	908,000
Marysville	7,302,000	7,338,000	412,000
Oakland	5,634,000	2,278,000	..
Total	59,142,000	102,686,000	85,352,000

The exports of tinned salmon by sea for the 2 years were :— Salmon.

Year.	Quantity.		Value.
	Cases.	Packages.	£
1894	640,163	7,735	540,945
1895	902,089	11,072	744,337

Of this the United Kingdom took 507,163 cases and 10 packages. Australia took 43,304 cases and 4,285 packages, and New Zealand 4,796 cases and 110 packages.

The shipments by rail from San Francisco and the interior of the State were in 1895 :—

	Quantity.
	Lbs.
San Francisco, canned	13,534,000
„ pickled	2,636,000
Interior, canned	1,226,000

The exports of wine and brandy for 1895 were :— Wine and brandy.

	Quantity.	
	Wine.	Brandy.
	Gallons.	Gallons.
By sea, from San Francisco ..	4,054,608	93,008
By rail, from the State	10,796,200	476,000
Total	14,850,808	569,008

Wines show an increase of 287,816 gallons, and brandy a decrease of 222,673 gallons in 1895, as compared with 1894.

The exports of lumber by sea for the 2 years were: 1894, 18,428,272 feet; 1895, 17,671,082 feet, showing a decrease in 1895 of 757,190 feet. Of this article the United Kingdom took (for Dunnage) in 1894, 7,280,563 feet; 1895, 3,758,600 feet, and Australia took, in 1894, 1,744,958 feet; 1895, 2,511,615 feet. Lumber.

The exports of quicksilver by sea and rail were, in 1895, 30,687 flasks, being an excess of 1,803 flasks over those of 1894. Of this article, 13,000 flasks went to New York and 3,897 flasks to Mexico. Quicksilver.

The export of wool in 1895 was 26,356,000 lbs., of the value of 700,000*l.*, being a reduction in 1895 of 284,444 lbs. Wool.

The total value of all exports excepting treasure, shipped by sea from San Francisco for 1894 and 1895 were: 1894, 5,282,134*l.*; Total exports.

1895, 6,652,972*l.*, showing an increase in 1895 of 1,370,838*l.* Of this the United Kingdom took 2,907,845*l.* in 1895, as compared with 1,931,332*l.* in 1894; Australia took 230,206 in 1895, as against 144,105*l.* in 1894.

Imports. There was a slight falling-off in imports from foreign countries by rail, but the total value of all imports in 1895 was 7,785,121*l.*, showing an increase on 1894 of 82,184*l.*

The value of free goods amounted to 5,436,022*l.*, or a falling-off of 375,074. Dutiable goods amounted to 2,349,098*l.*, or an increase of 457,258*l.* over 1894. The increase in dutiable goods represents principally imports from European States.

Silk. Of the free goods, raw silks for Eastern factories represent a value of 2,280,108*l.*, so that the imports of free goods for home consumption in the State were considerably less than they appear to be.

Of the imports, goods to the value of 517,625*l.* were imported by rail in bond from New York to New Orleans, and 7,267,496*l.* direct from foreign countries.

Of the imports by sea, goods to the value of 3,754,416*l.* were imported in American ships, and of 4,030,236*l.* in foreign ships, showing a decrease of over 500,000*l.* in goods carried in American ships as compared with 1894, and an increase of over 640,000*l.* imported in foreign ships.

Goods entered for consumption amounted to a value of 7,143,397*l.*, and those warehoused to 641,724*l.* This represents an increase of over 350,000*l.* in goods entered for consumption, and a corresponding decrease in those warehoused, as compared with 1894, resulting chiefly from the anticipation of an increase in import duties.

Sugar. The imports of sugar for 1894 and 1895 were respectively 333,327,082 lbs. and 275,510,840 lbs., or a decrease of 57,816,242 lbs. in 1895. Of this article 246,553,204 lbs. came from the Hawaiian Islands, 26,213,095 lbs. from China, and 1,379,977 from Mexico.

Coffee. The quantity of coffee imported in 1895 was 21,981,168 lbs., or a decrease of 5,158,041 as against 1894; of this the British East Indies contributed in 1895 366,450 lbs. and Australia 90,803 lbs., as compared with 230,213 lbs. and 100 lbs. respectively in 1894. The increase from Australia is worthy of notice.

Tea. The amount of tea imported in 1895 was 5,984,910 lbs., of which 139,139 lbs. came from British East Indies.

Rice. Of rice 49,208,550 lbs. were imported in 1895, an increase of 3,302,537 lbs. over 1894. The British East Indies contributed 3,019,955 lbs. of this total.

Silk. Of the imports of raw silk in 1895, 2,674,404 lbs. came from Japan and 1,108,494 lbs. from China.

Coal. The imports of coal from the United Kingdom and British possessions for the 2 years were:—

Country.	Quantity.	
	1894.	1895.
	Tons.	Tons.
United Kingdom	174,000	203,800
Australia	177,200	220,800
British Columbia	487,600	507,300

Showing an increase in each case in 1895.

Of coke 24,688 tons were imported in 1895, mainly from England and Belgium. Coke.

There was imported from the United Kingdon in 1895 152,735 barrels of cement. Cement.

The following were the chief importations in heavy iron goods from the United Kingdom in 1895 :— Iron goods. Tin-plates.

Articles.		Quantity.
Tin-plates	Lbs.	45,755,609
Iron-bars	,, ...	354 505
Scrap-iron	Tons	12
Pig-iron	,, ...	1,722
Sheet, plate, &c...	Lbs.	355,790
Wire and wire rope	,, ...	1 242,438
R. R. bars	Tons	671

Industries.

There was a slight increase in manufactures. In refined sugars, flour and mill stuffs, and malt liquors there has been little change. There was an increase in the production of beet sugar, fresh and packed meats, biscuits (crackers), grain, spirits, textiles and clothing, in iron and steel manufactures, and in the cut and manufacture of lumber. Also in the manufacture of leather and of boots and shoes. Manufactures.

The quantity of canned goods packed has been less than in 1894. Wine and brandy have remained about the same. On the whole it is estimated that the improvement in manufactures has been about 2 per cent.

Railway Construction.

Of the San Joaquin Valley Railroad referred to in Mr. Moore's report for 1894, about 31 miles have been completed. The Southern Pacific opened a number of branch lines and the Alameda and San Joaquin Railway built 26 miles. Railways.

Mining.

Gold. Silver.

There was a great increase in the production of gold during 1895 in almost every State and territory. The production of silver remained about the same. The great improvements in the means of winning gold have been the cause of the re-opening of many old workings, and there is every prospect that California will soon rival its old fame as a gold-producing country.

Copper.

Copper-mining in California promises a considerable advance during the present year, and the production of the coast will, it is estimated, amount to about 25,000,000 dol.

Damage caused by hydraulic mining.

The hydraulic process of mining is causing serious damage. The California Debris Commission, in their report for the 12 months ended June 30 last, say:—

"The rapid washing of the large deposits of auriferous gravel on the western slope of the Sierra Nevada Mountains by the so-called hydraulic process resulted in the discharging into the cañyons of large quantities of gravel, sand, and other detritus, which the floods subsequently carried down, to be at first deposited largely where the streams, emerged from the foothills into the level plains of the Sacramento Valley, afterwards to be moved farther down to the navigable streams, and the finer portions even to tide water. The result was that near the foothills the beds of some of the streams filled up much more rapidly than their banks rose, so that their channels largely disappeared, and at flood time the streams spread over the valley lands, frequently destroying their value by covering the rich alluvium with gravel, sand, &c., often several feet deep. Long and high levees were built by the land-owners to prevent as much as possible such damage. The finer particles brought down by the streams were carried into the navigable rivers, filling up the deep pools, and in general changing the character of the bed from a succession of pools and shoals to a continuous shoal. The capacities of the streams to discharge their flood waters without overflowing their banks were reduced. Legal action brought against the mine operators by persons owning damaged lands, and by the United States in the interests of navigation, resulted in injunctions against the principal mines and ultimately in the practical suppression of hydraulic mining in the region under consideration. Subsequently Congress created the Commission with the duties as heretofore outlined. (For a detailed history of the effects of hydraulic mining reference is made to House Ex. Doc. No. 98, Forty-seventh Congress, first session; also House Ex. Doc. No. 267, Fifty-first Congress, second session; and to the last annual report of the Commission.)"

Precious metals, production of.

Messrs. Wells, Fargo, and Co. give the following as the approximate returns of precious and base metals produced in the States and territories which are comprised within the jurisdiction of this consulate general,* and carried by rail and otherwise.

* In comparing these figures with those of last year it must be remembered that the States of Oregon, Washington, and Idaho are no longer within this consular district, but under that of Portland, which has been raised to a consulate.

States and Territories.	Gold Dust and Bullion by Express.	Gold Dust and Bullion by other Conveyances.	Silver Bullion by Express.	Ores and Base Bullion by Express.	Total.
	Dollars.	Dollars.	Dollars.	Dollars.	Dollars.
California	10,940,491	3,063,617	157,229	286,575	14,447,912
Nevada	1,239,735	319,581	662,647	359,950	2,581,913
Utah	647,405	704,785	1,116,767	6,753,095	9,222,052
Arizona	1,206,503	1,230,069	160,019	4,756,185	7,352,776
Total	14,034,134	5,318,052	2,096,662	12,155,805	33,604,653
Eq. in sterling £	2,806,826	1,063,610	419,332	2,431,161	6,720,931

Messrs. Wells, Fargo, and Co., however, point out that allowance must be made for possible variations from reported figures by reason of the constantly increasing facilities for transporting bullion, ores, and base metal outside of the express, and the difficulty of getting entirely reliable data from private sources. The above figures, therefore, while only approximately correct, may be accepted as the closest estimate possible under the circumstances.

Copper and lead.

The value of copper and lead produced in all the States and territories west of the Missouri, including British Columbia (the amount for each individual State and territory is not given) was approximately, copper 27,052,115 dol., about 5,410,421*l.*; lead, 7,170,367, about 1,434,075*l.* The values at which the three inferior metals are estimated are, silver, 65 c. per oz.; copper, 11 c. per lb.; lead, 3·23 dol. per cwt.

Silver.

The exports of silver during 1895 to China, Japan, the Straits Settlements, &c., from San Francisco amounted to 12,933,307 dol., or about 2,586,661*l.*

Produce of coal, borax, quicksilver, petroleum, asphalt, and bituminous rock.

The value of coal produced in California was about 50,000*l.* in 1895.; of borax, 180,000*l.*; of quicksilver, 225,000*l.*; of petroleum, 500,000*l.*; of asphalt and bituminous rock, 69,798*l.*

Nitrate.

Two gentlemen called on me recently to ask for information respecting the nitrate industry in Chile, which I gave them. They told me that there were valuable deposits of nitrate at Lovelock, near Humboldt Lake, Nevada, for the working of which endeavours would be made to form a company. This company it was proposed to bring out in London. They showed me the draft prospectus, and promised me a copy of it.

It has been well known for many years that nitrate exists in small quantities in many places in the great alkali deserts of Nevada and this State, but though much search has been made, and particularly in the district referred to, it has never been found in quantities sufficient to be of any commercial value. I am making inquiries into the matter, and will report further. Meanwhile I should recommend British capitalists to be very cautious about embarking in any such enterprise until they have satisfied themselves of the commercial value of the deposits.

Coal Supply and Consumption.

Coal.

The quantity of coal consumed in 1895 was greater than any year since 1891. This is mainly attributed to the low prices which have ruled, and which are said to be the lowest known, and in part also to the somewhat greater activity of manufactures. It is thought that these low prices will prevail for some time to come. The best grades of steam coal in Australia were quoted at 1·75 per ton, and freights from there were much reduced. Swansea anthracite coal is becoming popular as a steam producer, and 65,000 more tons were imported in the past year than in 1894. This class of coal is admitted duty free, while bituminous coal pays 40 c. a ton. Crude oil is being used at several factories for reasons of economy, but with coal at present prices the saving is said to be slight. Gas companies are liberal consumers of this oil, which, combined with anthracite, is an economical gas producer. Very little bituminous coal is used in making gas. It is feared in some quarters that the low prices of Australian and English coals will materially interfere with the Northern collieries of the State, and cause a diminished output. At the same time the developments of the Corral Hollow mines have been progressing rapidly. A railway will soon connect them with Stockton, and it is expected that they will supply an abundance of cheap fuel to this city and neighbourhood.

The following table will will show the monthly fluctuations of foreign coals for "spot" cargoes. The average price is given for each month :—

Month.	Australian (Gas).	English Steam.	Scotch Splint.	West Hartley.
	Dol. c.	Dol. c.	Dol. c.	Dol. c.
January..	5 75	6 25	7 0	6 25
February	5 75	6 25	7 0	6 25
March	6 0	6 25	7 0	6 25
April	6 0	6 25	7 0	6 50
May	5 75	6 0	6 50	6 25
June	5 75	6 0	6 50	6 25
July	5 75	6 0	6 50	6 25
August	5 40	5 75	7 0	6 25
September	5 40	5 75	7 0	6 25
October	5 40	5 75	7 0	6 25
November	5 30	6 0	6 75	6 0
December	5 20	6 0	6 50	6 0

The retail prices to householders of various qualities per ton of 20 cwt., as fixed on July 1, 1895, and which have been in force since then are as follows :—

	Prices.
	Dol. c.
Scotch .. .. .. (about)	10 0
Cannel	10 50
Welsh "egg"	11 50
Australian	9 50

Americans ranged from 14 dol. 50 c. for Pennsylvanian "egg" down to 7 dol. 25 c. for Beaver Hill, the average being about 9 dol. 20 c.

Source of coal supply.

The following table shows the sources from which for the last four years the coal supply has been derived. The table includes all arrivals by water at San Pedro, Los Angeles, San Diego, and Santa Barbara, amounting to 199,130 tons.

	Quantity.			
	1892.	1893.	1894.	1895.
	Tons.	Tons.	Tons.	Tons.
British Columbia ..	554,600	598,527	647,110	651,295
Australia	314,280	202,017	211,733	268,960
English and Welsh ..	210,660	151,269	157,562	201,180
Scotch	24,900	18,809	18,636	4,098
Eastern (Cumberland and Anthracite) ..	35,720	18,960	16,640	26,863
Seattle (Franklin and Green River) ..	164,930	167,550	153,199	150,888
Carbon Hill and South Prairie	218,390	261,435	241,974	256,267
Mount Diablo and Coos Bay	66,150	63,460	65,263	84,954
Japan, &c.	4,220	7,758	15,637	9,015
Total	1,593,850	1,479,785	1,527,754	1,653,520

Ovens on a large scale are being erected at the Union Mine at Comoa, British Columbia, with a view to supplying the Californian market with coke. The coal is said to be well adapted for coke producing.

Petroleum.

Petroleum.

Considerable activity has of late taken place in the development of the petroleum industry in this State. New wells are being sunk near Los Angeles, Whittier, St. Gabriel, Huron, and other places, and a great increase in the production may shortly be expected.

Agriculture.

Agriculture.

The Report of the State Board of Agriculture for 1895 has

not yet been issued to the public, but the "Chronicle" and "Call newspapers give very good abstracts of and quotations from it.

The report begins with a review of the season of 1895, of which it says:—"With the exception of a slight improvement in prices for cereals occasioned to a certain extent by a reaction from the bottom prices of 1894, this season was the most unsatisfactory in the history of grain growing in this State." "Our estimate of the entire yield of wheat for 1895 was 20,779,832 bushels, as against 26,071,510 bushels in 1894, while the quality showed the lowest average of any grown for many years."

"The yield of barley shows a marked increase over 1894. Good barley is selling at 75 c., with a fairly good demand for export grades. There is an increased demand in the English market for bright grain California barley; it is rated as second to the best grade barleys of Smyrna, and is regarded among the best malting barley in the market."

Wheat raising for export no longer pays.

The report says in discussing wheat growing:—"There is in this State a confirmed feeling that the growing of wheat as a staple cereal product for export is an industry of the past, and that its production must be confined to home consumption. In 1854 our total export of wheat was 214,610 centals, or 360,000 bushels. From that time forth, with the exception of one or two seasons of drought, there was a steady and healthy increase, until the season of 1882 showed the total amount to be 25,320,316 centals, or 42,200,526 bushels. That season the wheat industry was in its zenith in California, for the export price obtained was 1 dol. 70 c. per cental, or 1 dol. 2 c. per bushel, which figure, although maintained through the next year, has never again been reached. It will be observed that the value of wheat exported from California in 1882 was 42,000,000 dol. in round numbers. In 1893–94 the total amount was but 18,000,000 bushels, at tide-water price of 46·8 c. per bushel."

The report declares that Argentina, Russia, and Australia, are surely crowding America from the European market. The first-named alone, it is stated, can ship over 35,000,000 bushels annually. But the outlook for barley is much better, and there is a steadily growing demand for the California product.

As the result of over 1,600 inquiries sent out by the Board, reaching every township in the State, it is shown that the wages of farm-hands have steadily declined, but land values have not shown a corresponding decrease. The report then says:—"There is no disguising the fact that thorough reorganisation of farming methods is needed. The cities, through their property-owners, their merchants, their capitalists, must, sooner or later, take hold of the question of agriculture. The depression in this noble following will not be fully felt by the cities until it is too late to apply a remedy."

Other produce recommended.

It goes on to say that "One thing that farmers must certainly do is to get out of the old wheat-raising rut," and it suggests other productions such as poultry, dairy produce, sugar beet, &c.

As to the fruit industry it says that, "The condition of this industry is much more encouraging. The falling-off in grain shipments was in a large measure made good by the development of the fruit business. In 1882 the total value of this product was less than 2,000,000 dol., while in 1894 it was a little more than 15,000,000 dol." Fruit growing.

The following significant comment is made as a warning to orchardists:—"At this time we have about met the demand for fruit, and we deem it inadvisable to further extend the planting of new orchards until an increased market is assured, as the trees now in full bearing and those that will come into bearing within the next few years will supply all ordinary demand. We consider it better to extend other agricultural possibilities than to cripple those now on a paying basis. In this report we have mentioned other products that will bear extension, and thereby overcome a condition that would tend to reduce farming to a struggle for existence. A preventive is to direct our attention to such products as will warrant stimulation and consequent extension. The cultivation of sugar beets and tobacco, truck-farming, the raising of poultry, and dairying, offer better inducements at this time than does the further extension of the fruit industry."

The report says, however, that the conditions last year were not altogether favourable to fruit growers. In the spring an unusual frost seriously damaged apricots, cherries and peaches. Later there was a disagreement between the growers and shippers which interfered with business. The shipments (per rail) were 80 per cent. less than in 1894, but the prices were materially higher.

The report urges upon the farmers the importance of fostering our dairy interests, and declares that the oriental markets are open to us, but we must be prepared to compete with the great North-west. It favours the organisation of dairymen.

The possibilities in the culture of tobacco are pointed out and the report declares that many portions of the State are well adapted to its culture. The development of the sugar beet industry is also urged. The estimated sugar crop of 1895 is placed at 48,000,000 lbs.

Fruit-growers are urged to pay more attention to the packing of the dried product. This class of fruit should be graded and sold in boxes of from 5 to 50 lbs.

The following estimate of the clip of Californian wool is published by the San Francisco Chamber of Commerce. Wool.

ESTIMATE of the Clip.

	Quantity.	
	Bales.	Lbs
Receipts of California wool at San Francisco—		
Spring	58,467	19,294,110
Fall	25,742	9,257 120
California wool shipped from the interior—		
Spring	..	4,724,000
Fall	..	823,460
Pulled (and San Francisco)	..	1,758,000
Total California clip	..	35,856,690
On hand, December 31, 1894	..	6 000,000
Received from Oregon	6,963	2,088,900
,, Nevada and territories	..	2,000,000
Foreign	..	2 273,600
Total stock	..	48,219,190

The clip for 1894 was 36,968,400 lbs. and the decrease in 1895 was therefore 1,111,700 lbs., but last year's clip was the largest since 1886 with the exception of that of 1894.

State of the Labour Market.

Labour market

This continues in a very depressed state. Numbers of labourers are without employment. Many clerks, who have been dismissed from business houses which are compelled to reduce their expenses, are in the same position. The insurance offices, especially owing to the causes stated above, have been obliged to part with many of their employés.

Rights of aliens.

The question as to the rights of aliens to acquire, inherit, possess, enjoy and transmit real and other estate in California, in view of the amendment in the constitution to which attention was called by Mr. Moore in his report for 1894 remains in the same position of uncertainty. No case has yet been decided by the courts.

Advice to intending emigrants.

Repeated warnings have been given in previous reports from this Consulate—and notably by Mr. Donohoe in his report for 1893 and by Mr. Moore and Mr. Vice-Consul Mortimer in the report for 1894—to British subjects not to invest in land in this State until they have been here sufficiently long to enable them to acquire some knowledge of the conditions of the country, and to form an opinion as to the prospects of success.

The question appears to me of great importance in view of the sad fate of many who, relying on the specious prospectuses published by certain unscrupulous owners of land and the delusive promises of success held out, have invested their capital and labour in fruit and other farms, and have found themselves involved in ruin. I cannot too strongly endorse the warnings and advice given

to intending settlers by Mr. Donohoe, Mr. Moore, and Mr. Mortimer.

Health and Mortality.

The deaths for the 12 months ended June 30, 1895, amounted in San Francisco to 6,059 or about 18·36 per 1,000. Diseases. Death rate.

The causes of death were:—

	Number of Deaths.
Zymotic diseases	539
Constitutional diseases	1 477
Local diseases	3,129
Developmental diseases	574
Violent deaths	339
Unascertained causes	1

Annex A.—RETURN of all Shipping at the Port of San Francisco during the Year 1895.

ENTERED.

Nationality.	Sailing.		Steam.		Total.	
	Number of Vessels.	Tons.	Number of Vessels.	Tons.	Number of Vessels.	Tons.
British	180	333,675	54	111,407	234	445,082
American, from foreign countries	299	259,173	214	381,922	513	641,095
American, from Atlantic ports of Union	24	70,805	1	2,004	25	72,809
Hawaiian	15	15,134	14	17,298	29	32,432
Nicaraguan ...	5	3,441	22	28,028	27	31,469
Norwegian	3	4,285	11	22,098	14	26,383
Italian	9	19,055	...	...	9	19,055
German	11	17,246	...	...	11	17,246
Others	5	5,532	1	272	6	5,804
Total	551	728,346	317	563,029	868	1,291,375
,, for the year preceding ...	558	655,012	316	534,130	874	1,189,142

CLEARED.

Nationality.	Sailing.		Steam.		Total.	
	Number of Vessels.	Tons.	Number of Vessels.	Tons.	Number of Vessels.	Tons.
British	175	326,208	54	113,408	229	439,616
American, to foreign countries	279	246,764	207	369,489	486	616,253
American, to Atlantic ports of Union	6	12,818	...	...	6	12,818
Hawaiian	15	13,544	15	17,352	30	30,896
Nicaraguan ...	3	1,966	21	26,754	24	28,720
Norwegian	3	3,097	12	24,083	15	27,180
Italian	9	14,666	...	...	9	14,666
German	6	9,796	...	...	6	9,796
Others	7	3,668	2	671	9	4,339
Total	503	632,527	311	551,757	814	1,184,284
,, for the year preceding ...	517	545,006	315	538,765	832	1,083,771

NOTE.—The entrances and clearances of American ships do not include the coasting trade, whaling, or fishing voyages.

Annex B.—RETURN of Principal Articles of Export from San Francisco during the Years 1895–94.

Articles.		1895.		1894.	
		Quantity.	Value.	Quantity.	Value.
			£		£
Wheat and flour ...	Centals ...	13,897,288	2,636,103	9,563,187	1,804,021
Tinned salmon	Cases ...	581,423	480,133	388,267	352,717
Barley	Centals ...	1,605,285	256,846	1,012,926	201,980
Tinned fruit and vegetables	Cases ...	330,409	225,026	164,965	122,567
Wine	Gallons ...	707,129	70,517	561,348	56,267
Timber	Feet ...	17,121,866	57,538	17,530,939	66,784
Quicksilver	Flasks ...	4,265	32,627	7,223	52,042
Hops	Lbs. ...	804,115	11,201	406,198	11,074
Brandy	Gallons ...	37,294	5,959	300,193	60,563
Other articles	...	...	2,096,143	...	1,800,610
Total merchandise ...	...	...	5,872,093	...	4,528,625
Treasure	...	...	3,759,934	...	2,795,774
Grand total	...	...	9,632,027	...	7,324,399

RETURN of Principal Articles of Import to San Francisco during the Years 1895–94.

Articles.		1895.		1894.	
		Quantity.	Value.	Quantity.	Value.
			£		£
Raw silk	Lbs. ...	3,782,898	2,280,108	4,191,038	2,203,967
Sugar	Tons ...	122,996	1,465,949	148,807	1,841,286
Coal	,, ...	983,600	1,032,780	894,900	984,390
Coffee	Lbs. ...	21,981,168	676,896	27,139,209	823,833
Tin-plates	Boxes ...	435,768	233,289	124,659	134,319
Tea	Lbs. ...	5,822,061	160,150	5,419,466	142,040
Rice	Tons ...	21,968	148,212	20,494	155,573
Cement	Barrels ...	289,624	78,262	306,824	80,656
Pig-iron	Tons ...	1,847	4,693	1,422	3,764
Other articles	...	...	1,704,783	...	1,333,109
Total merchandise ...	...	...	7,785,121	...	7,702,937
Treasure	...	...	686,859	...	714,484
Grand total	...	...	8,471,980	...	8,417,421

Annex C.—TABLE showing Total Value of all Articles Exported from and Imported to San Francisco from and to Foreign Countries during the Years 1895–94.

Country.	Exports.		Imports.	
	1895.	1894.	1895.	1894.
	£	£	£	£
Great Britain	2,907,846	1,931,382	774,315	534,433
Hawaiian Islands ..	691,099	602,839	1,396,574	1,774,489
Central America ..	637,745	498,694	564,582	692,227
China	465,664	481,801	1,198,022	1,205,428
Japan	361,099	264,438	2,086,944	1,854,237
Australasia	271,471	175,007	176,416	117,535
Mexico	246,570	226,176	49,913	174,155
Canada	73,715	90,710	436,568	414,853
Pacific Islands	65,068	76,855	40,374	63,309
Asiatic Russia	49,384	32,165	69,227	88,202
South America	23,072	22,786	141,669	78,260
Germany	17,480	65,700	188,362	123,156
East Indies	11,983	9,370	258,211	249,490
France	2,777	20,035	162,112	133,402
Belgium	..	788	124,403	96,868
Italy	..	..	27,298	34,048
Other countries ..	47,120	29,879	90,131	68,832
Total merchandise ..	5,872,093	4,528,625	7,785,121	7,702,937
Treasure	3,759,934	2,795,774	686,859	714,484
Grand total	9,632,027	7,324,399	8,471,980	8,417,421

NOTE.—The imports by rail, included in the above totals of merchandise, amounted to 517,625*l.* in 1895, as against 360,596*l.* in 1894.

Rates and Tolls in force in the Harbour and Docks of San Francisco.

Stevedore Rates.

	Amonnt.
	Dol. c.
General merchandise, weight and measurement, per ton ..	0 35
Coal, pig iron and ballast, per ton	0 $32\frac{1}{2}$
Steel blooms, glass, sheet and bar iron	0 40
Sulphur and shale, in quantities over 50 tons, per ton ..	0 55
Railroad iron, coke and bricks, per ton	0 60
Loading—	
Wheat, flour, borax in bags, ton of 2,240 lbs.	0 30
Barley, per ton of 2,000 lbs.	0 30
Salmon and fruit in cases, per ton of 2,240 lbs.	0 45
Orchilla, cotton, pulu, in small lots of 2,240 lbs., per ton ..	0 45
Lumber, per M., according to size, from	0 90 to 1 15
Charges for entering—	
Survey	3 0
Entry	2 50
Official certificate and oath	0 20
Charges for clearance —	
Clearance	2 50
Official certificate and oath	0 20
Post entry, if any	2 00

Rates of Pilotage into or out of the Harbour of San Francisco.

All vessels under 500 tons, 5 dol. per foot draught; all vessels over 500 tons, 5 dol. per foot draught and 4 c. per ton for each and every ton registered measurement; when a vessel is spoken, inward or outward bound, and the services of a pilot are declined, one-half of the above rates shall be paid. In all cases where inward-bound vessels are not spoken until inside the bar, the rates of pilotage and one-half pilotage above provided shall be reduced 50 per cent. Vessels engaged in the whaling or fishing trade shall be exempt from all pilotage, except where a pilot is actually employed.

Rates of Dockage for the Port of San Francisco.

Each rate is for a day of 24 hours, or any part thereof.

1. For all ocean vessels, steam or sail, and all sail vessels, navigating the bay of San Francisco, and the rivers and other water flowing into it, of 200 net registered tons or under, 2 c. per ton; for all such vessels of over 200 net registered tons, 4 dol. for the first 200 tons, and $\frac{3}{4}$ c. for each additional ton.

2. For steamboats navigating the Bay of San Francisco and the waters flowing into it, and used for carrying freight or passengers, of 200 tons or under, gross hull measurement, 2 c. per ton on such measurement, for such boats of over 200 tons, gross hull

measurement, 4 dol. for the first 200 tons of such measurement, and ¾ c. for each additional ton.

3. For barges of 200 tons or under, 2 c. per ton; for barges over 200 tons, 4 dol. for first 200 tons, and ¾ c. for each additional ton.

4. Vessels while taking in cargo, or receiving or discharging ballast, or lying idle, or occupying outside berths, or moored in docks, slips, basins, or canals, are subject only to half rates of dockage; provided, that vessels not used for carrying freight or passengers shall not be entitled to such half rates.

5. When the per diem dockage of a vessel, as above prescribed, is not a multiple of five, it must be reduced or increased, as the case may be, to the nearest such multiple; provided, that if it be equally near to two such multiples, it must be increased to the first such multiple above.

Tolls.

A ton is, by weight, 2,000 lbs., unless otherwise specified; by measurement, 40 cubic feet.

Merchandise for the purpose of tolls and wharfage, must be estimated by weight or measurement as the one mode or the other will give the greater number of tons.

Tolls on loads hauled on, or off, a wharf are as follows:—On single loads (except where the article hauled is charged for, otherwise than by the ton), of a ton or less, 5 c.; of more than a ton, for each additional ton, or part of a ton, an additional 5 c. Tolls per load.

Of the following articles, 2,240 lbs. constitute a ton:—

Coal, railroad iron, pig iron, gypsum, asphaltum, ores, paving stones, sand and ballast.

Agricultural implements, to wit: reapers, mowers, headers, separators, horse rakes, hay presses, ploughs, cultivators and wheeled vehicles, when knocked down, will be taken by measurement.

On wheat or flour shipped from any wharf, no tolls will be collected for such shipment.

P.S.—Since this report was written the statistics of the bullion product of California for the years 1894 and 1895 have been prepared by the U.S. Mint in this city, and forwarded to the Director of the Mint at Washington for publication in his Annual Report. The Report is not yet in print, but Mr. Yale, the statistician of the Mint here, has very courteously furnished me with copies of the tables included therein, showing the yield of the State by counties.

From these tables, which are annexed, it will be seen that the gold yield in 1895 exceeded that of 1894 by 1,411,035 dol. 80 c. and the silver product exceeded that of 1894 by 302,458 dol. 15 c., making a total increase in the produce of the precious metals of 1,713,493 dol. 95 c. The report states that the yield of gold in 1892 and 1893 was: 1892, 12,571,900 dol. 57 c.; 1893 12,422,811 dol. 60 c.

TABLES showing Production of Gold and Silver in 1895-94.

1895.

County.	Amount.					
	Gold.		Silver.		Total.	
	Dol.	c.	Dol.	c.	Dol.	c.
Amador*	1,391,929	40	1,089	00	1,393,018	40
Butte	697,260	85	8,935	53	706,196	38
Calaveras	1,717,916	14	77	00	1,717,993	14
Del Norte	8,250	00	..		8,250	00
El Dorado	700,101	31	447	68	700,548	99
Fresno	47,249	00	..		47,249	00
Humboldt	92,635	20	..		92,635	20
Inyo	92,142	28	138,329	23	230,471	51
Kern	231,433	31	46,064	28	277,497	59
Lassen	25,000	00	..		25,000	00
Los Angeles	23,330	00	..		23,330	00
Madera	162,323	74	..		162,323	74
Mariposa	216,622	39	7	07	216,629	46
Merced	1,500	00	..		1,500	00
Mono	552,690	54	84,910	37	637,600	91
Nevada	1,789,815	66	400	00	1,790,215	66
Orange	144	00	..		144	00
Placer	1,599,634	79	5,272	53	1,604,907	32
Plumas	602,951	05	271	52	603,222	57
Riverside	285,106	00	2,550	00	287,656	00
Sacramento	145,872	75	..		145,872	75
San Bernardino	131,360	00	219,410	20	350,770	20
San Diego	344,807	57	600	00	344,907	57
S. Luis Obispo	3,000	00	..		3,000	00
Santa Barbara	4,000	00	..		4,000	00
Shasta	781,696	32	28,417	20	810,113	52
Sierra	694,469	67	106	96	694,576	63
Siskiyou	950,006	43	177	30	950,183	73
Stanislaus	26,481	50	..		26,481	50
Trinity	1,166,745	13	1,257	28	1,168,002	41
Tulare	16,320	00	..		16,320	00
Tuolumne	666,754	15	312	62	667,066	77
Yuba	111,482	34	..		111,482	34
Unapportioned†	53,786	17	11,153	83	64,940	00
Total	15,334,317	69	599,789	70	15,934,107	39

* Based on returns at San Francisco Mint.

† "Unapportioned" includes product of single mines, &c., in counties, so as to conceal their identity; and also includes estimates of product of properties known to be working, but from which no returns were obtained.

Counties not mentioned in this list made no returns for 1895.

TABLES showing Production of Gold and Silver—continued.

1894.

County.	Amount.					
	Gold.		Silver.		Total.	
	Dol.	c.	Dol.	c.	Dol.	c.
Amador	1,331,916	54	280	27	1,332,196	81
Butte	473,672	65	..		473,672	65
Calaveras	2,119,365	67	5,182	80	2,124,548	47
Del Norte	8,000	00	..		8,000	00
El Dorado	366,707	67	356	00	367,063	67
Fresno	8,202	00	..		8,202	00
Humboldt	41,326	00	13	86	41,339	86
Inyo	52,638	91	83,640	00	136,278	91
Kern	310,706	91	39,700	00	350,406	91
Lassen	35,283	00	..		35,283	00
Los Angeles	34,500	00	..		34,500	00
Madera	167,791	60	180	00	167,971	60
Mariposa	153,707	51	38	75	153,746	26
Merced	762	50	..		762	50
Mono	358,824	46	11,549	12	370,373	58
Monterey	8,000	00	..		8,000	00
Nevada	1,830,154	80	475	51	1,830,630	31
Placer	1,851,214	52	664	37	1,851,878	89
Plumas	499,358	83	..		499,358	83
Riverside	93,322	50	..		93,322	50
Sacramento	70,326	00	..		70,326	00
San Bernardino	130,419	78	148,242	89	278,662	67
San Diego	266,408	73	189	60	266,598	33
San Luis Obispo	1,200	00	..		1,200	00
Shasta	617,436	68	5,032	31	672,468	99
Sierra	604,721	54	..		604,721	54
Siskiyou	760,781	83	..		760,781	83
Stanislaus	26,368	50	..		26,368	50
Trinity	1,012,665	84	325	00	1,012,990	84
Tuolumne	547,448	06	1,072	16	548,520	22
Yuba	107,480	20	..		107,480	20
Unapportioned	32,563	66	388	91	32,957	57
Total	13,923,281	89	297,331	55	14,220,613	44

LOS ANGELES.

For some time prior to the "boom" of 1887, and for a short time thereafter, this district experienced a remarkable increase in wealth and population; depression and inactivity in business followed for several years, terminating about 3 years ago. A period of development and comparative prosperity then commenced, which, owing to the depression in business complained of so generally throughout the country, was somewhat remarkable. The following figures show a steady increase in the past 3 years.

The Superintendent of Buildings reports the issuance of building permits in this city as follows:—

Year.	Amount.
	£
1893	328,000
1894	465,000
1895	841,000

The Los Angeles Clearing-house (which, however, does not include all the banks) reports clearings (in round numbers) as follows :—

Year.	Amount.
	£
1893	8,900,000
1894	9,400,000
1895	12,400,000

Towards the close of 1895 war rumours had an unfavourable effect on the business revival, and insufficient rainfall this winter to insure good crops, with other causes, now render it probable that the progress of this district will be temporarily arrested. The "other causes" to which I refer are summarised by the editor of the "Commercial Bulletin" of this city, as follows :—"No doubt the causes which have made business dull in all parts of the country affect us here. The continual agitation maintained at Washington for 3 years over the tariff schedule, our finances and foreign relations, is the chief reason why business is stagnant. This, too, is a presidential year, and one promising a radical change in the national administration, and this is a factor which always unsettles business."

The fact that Southern California has been advancing steadily in manufacturing and agriculture, and has enjoyed general prosperity, notwithstanding the "hard times" elsewhere in the United States, makes it probable that the present depression will last but a short time.

The considerations named in all deeds filed in the office of the Recorder here, in 1895, aggregated 3,500,000*l.* The corresponding figures for the city and county of San Francisco were 2,725,000*l.* In view of the fact that San Francisco has quite three times as large a population, this is a very good showing for Los Angeles.

The completion of the extensive improvements in the National Tehuantepec Isthmus Railroad, and of its terminal ports on the Gulf of Mexico and the Pacific Coast, may possibly afford some relief to the fruit growers here in opening the European markets to them ; in any case I should think it probable that a line of steamers could build up a good trade between this district and Mexican ports, having for their southernmost port the Pacific end of the Tehuantepec Railway.

General Remarks.

Information for British capitalists. Bonds.

The bonded indebtedness of this county amounts to 172,100*l.*, bearing interest at from 4½ to 6 per cent., the lower rate being on the later issues. From time to time, school, municipal and other good gold bonds, bearing about 5 per cent., can be purchased here.

In 1890 city school bonds, to the amount of 40,000*l.*, were issued, bearing 5 per cent., of this issue 12,000*l.* has been redeemed. In July last a new issue of 61,000*l.* was made, bearing $4\frac{1}{2}$ per cent. The interest and one-fortieth of the principal is paid annually. These bonds are largely held by the banks here, and can be purchased to pay $4\frac{1}{4}$ per cent. They are guaranteed by the State, are a first lien on the school property, referred to elsewhere in this report, and in my opinion are absolutely safe.

Irrigation bonds.

Elsewhere in this report I comment on the "Wright Act," and the irrigation bonds issued under the authority of that Act.

Mortgages.

It is stated in the "Investor," a financial paper published in this city, that during 1895 the sum of 2,128,000*l.* was advanced on mortgage on the security of real property in this city and county of Los Angeles, and that releases of mortgages to the amount of 1,462,000*l.* were recorded. 7 per cent. net can be obtained on the best first mortgage security. First mortgages on good real property, and the bonds of legitimate enterprises are the safest investments for English investors.

Sale of Chino Ranch.

It was stated in the Los Angeles "Times" recently, that Messrs. Easton and Eldrige, real estate agents of this city, obtained an option on 39,000 acres of the Chino ranch in August last, the price of the land being fixed in the option at 320,000*l.*; and that they had negotiated a sale to an English syndicate at an advance of 180,000*l.*, the price to the syndicate being 500,000*l.* Mr. Holabird, the general manager of the ranch, writes me under date March 18, as follows:—

"Regarding the sale to the English syndicate, it is not yet completed. We hope it will not fall through. The account appearing in the 'Times' was substantially correct."

It is unnecessary for me to comment on this.

The San Jacinto Estate, Limited.

The San Jacinto Estate, Limited, an English tin mining company, purchased 45,000 acres of land in this vicinity for 300,000*l.* about 6 years ago, and spent about 100,000*l.*, in ascertaining that it would not pay to work the tin mines on the property. It was recently stated in the Press here that valuable gold mines had been discovered at Gavilan, on the estate, and in reply to an enquiry, Mr. Pedley, the general manager, writes me as follows:—

"The developments at Gavilan are as yet too young to say anything definite; there is some extremely rich ore, but it is only a very thin ledge; probably a stringer; there are several large ledges of low grade ore which are likely to be much more valuable.

"We have some 1,500 acres watered, and of this we have sold about 100 acres; much of the rest is planted, and we have gone in for diversified agriculture; we expect to turn out about 5,000 hogs a year when we breed up to our full capacity."

So much of the land is suitable for horticulture and agriculture that it is not improbable that the company will be very successful.

Advice to emigrants.

I have received a pamphlet entitled "California, a handbook of useful and reliable information, gained by fruit farmers of many

years standing:" issued by a London firm from their office in Piccadilly. It is stated in this pamphlet that the "expenses on a 10-acre orange orchard to the end of the fourth year, exclusive of loss of interest, amount to 506*l.*; that the returns will pay the expenses (50*l.*) for the fifth year, and the following statement is then made:—

"The sixth year's crop being no better than the average of young orchards in the vicinity, should pay back more than the total of all the expenses on the land from the start, with 6 per cent. interest added in addition to the expenses of the sixth year. This has not failed to be accomplished in by far the majority of instances."

The following paragraph is also taken from the same pamphlet:—

Farm pupils. "From time to time openings occur on fruit ranches for pupils at a premium of from 100*l.* to 150*l.* inclusive. They are treated as one of the family, thoroughly taught the business of fruit farming, have short hours of work, and share in all the advantages of the club, athletic associations, and sport in the locality."

There is no royal road to success in fruit farming. "Clubs," "athletic associations," and "sport" must be eschewed, and "for short hours of work," short hours of rest must be the rule. "Farm pupils" who have paid large premiums in London to be taught farming in California constantly apply to me for advice and assistance, stating that they have been swindled, and although this particular swindle has been exposed in the London press over and over again the crop of fools appears to be perennial. In my report for 1891 I commented on the matter as follows:—

"Complaint has been made to me that a London firm of emigration agents is sending young English lads here to be taught farming, and is charging a fee of 50*l.*, for which the pupils receive little value. As a rule the employment obtained for these lads is not any better than that which they could obtain without the aid of the introduction afforded by the agent of the firm in question, and in all cases they would be 50*l.* better off if, to use a colloquialism, they came on their own hook. The qualities which will insure success here are conspicuously absent in young men who will pay 50*l.* for the kind of employment which they suppose they are to obtain here. In one case, reported to me a few days ago by the person to whose house one of the pupils was sent, the 'pupil' was led to believe in London that the rough work on the farm he was to be sent to would be done by Chinamen. After 10 days' experience, this 'pupil' resigned and left this State."

The belief prevalent in England that fruit farming is a species of pastime is a very erroneous one. Fruit farming is much more laborious than general farming, and taken as a whole (excluding some exceptional years) it has not been profitable. It is still very largely in the experimental stage, and as the more unprofitable branches are dropped and more experience is gained in production and marketing, it is probable that success will yet crown the efforts of the fruit farmers. The question is fairly and ably

discussed in an article in the August number of "The National Review," London. Persons who think of engaging in the industry here should read this article.

The labour unions of this city issued an address in the early part of 1895, advising mechanics not to come to Southern California; a part of this address is as follows:—

"We wish again to warn the people in the East against the published misstatements gross exaggerations and beautiful pictures that are strewn broadcast with a lavish hand. Southern California is indeed a paradise for those who are not compelled to toil, or those who have that happy faculty of living off the labour of others, but for the mechanic and labourer, and those whose sole capital is their labour, Southern California is as poor as the poorest. This is the land where the Chinaman is preferred to the white man; a land where thousands of honest and willing toilers lay down at night not knowing where the substance to maintain life the following day is to come from. A land where a society of men and women are working for their food and clothing alone, and who are grateful for the privilege."

Commenting on this address, the Los Angeles "Express" remarks in part as follows:—

"We heartily agree with the circular that all the mechanical help needed is here now, and we would encourage no wage earner to come here seeking work, although we believe this community will compare favourably with any section of the country in point of prosperity.

"Until we get more manufactures, a larger country population, and a more extensive trade, clerks, mechanics, and labouring men will find this market as overstocked as the rest of the country."

Alien ownership of land.

In my report for 1894, I stated that by a recent amendment to the Constitution (of this State) the right of aliens to own real property in California had been taken away. I was probably in error in making this statement. The facts are briefly as follows:—In November, 1894, an amendment to the Constitution was submitted to the people, providing that thereafter aliens would not be allowed to purchase land in this State; I was informed by several members of the legislature that it was the intention of that body that the amendment, if adopted by the people, should be self-enacting. It was voted on and adopted, and for some time it was generally believed that it was in operation. The best lawyers in this State now hold that this amendment was not so framed as to be self-enacting, and that it is not, and will not be in force, until the legislature passes an Act putting it in force, and providing penalties for its infringement. If this view be correct, the only effect of the affirmative vote of the people has been to give the legislature power to pass an Exclusion Act.

Public Library.

The Public Library in this city now contains 41,600 volumes, and is free to all residents of the city, who can also borrow books for home use without charge. It is maintained by an annual tax levy on all taxable property in the city (not to exceed 1s. on each 100*l.*). The income last year amounted to 4,600*l.* The record of books borrowed in 1893 and 1895 shows the following results:—

	Volumes.	
	1893.	1895.
Fiction and periodicals	294,516	410,637
All other books	92,743	79,604
Total	387,259	490,241

The registered borrowers, that is persons who take books for home use, numbered 13,495 in 1893, and now number 22,223.

Despite the care of the librarian, improper books are sometimes purchased. The press having drawn attention to the purchase of an immoral book, a dissenting minister publicly prayed for the librarian by name, and she responded by a suit for damages. The case did not come to trial, so the legal right of a minister to offer public prayers for officials who are not members of his congregation has not been determined.

Shipping and Navigation.

Congress has not yet made an appropriation for the construction of a good harbour for this district, and owing to the rival claims of Port Los Angeles (18 miles west of this city) and San Pedro (22 miles south), it is not probable that an appropriation will be secured at the present session. The Southern Pacific Company's wharf at Port Los Angeles, which is nearly a mile long, is safe for the largest vessels, except for a few days in the year, and the expense of discharging and receiving cargo is so much less than at San Pedro, that the foreign-going vessels have abandoned the latter port. United States army engineers have reported in favour of San Pedro, and should a breakwater be constructed, then wharves will be built, and the shipping will again go to that port. The following are prices for ballast and water :—

		Prices.					
		Port Los Angeles.			San Pedro.		
		£	s.	d.	£	s.	d.
Ballast delivered on board ..	Per ton	0	2	6	0	7	0
Water „ „ ..	Per 1,000 gallons	0	2	0	0	4	0

The difference in expense is due to the fact that at San Pedro cargo is received and discharged into lighters, as foreign-going vessels cannot get to the wharves in the inner harbour.

The rates for dockage at Port Los Angeles, for all vessels

over 200 tons, are 16*s.* a day for the first 200 tons, and three-quarters of $\frac{1}{2}d.$ for each additional ton.

Since writing the foregoing, I see it stated in the press that the House Committee on Rivers and Harbours have agreed to place San Pedro on the continuing contract system. This means that the work of improvement will be commenced and carried on till completed. The engineer-in-charge estimating each year how much money can be profitably expended on the improvements. It is not stated whether the improvements will consist in the construction of a breakwater in the outer harbour, or deepening the channel to admit foreign-going ships to the inner harbour.

It is also stated that a large appropriation for Port Los Angeles has been included in the River and Harbour Bill. It is not probable, however, that appropriations will be made for both harbours.

I am indebted to the Collector of Customs for the following return of shipping. It does not include the coast trade:—

Annex A.—Return of all Shipping at the Port of Los Angeles, California, during the Year 1895.

Entered.

Nationality.	Sailing.		Steam.		Total.	
	Number of Vessels.	Tons.	Number of Vessels.	Tons.	Number of Vessels.	Tons.
British	10	15,551	1	1,267	11	16,818
American	20	10,030	8	15,136	28	25,166
Other countries ...	...	...	19	38,526	19	38,526
Total	30	25,581	28	54,929	58	80,510
,, for the year preceding ...	16	24,321	30	54,080	46	78,404

Note.—This return does not include the sailing and steam coasting vessels.

Cleared.

Nationality.	Sailing.		Steam.		Total.	
	Number of Vessels.	Tons.	Number of Vessels.	Tons.	Number of Vessels.	Tons.
British	10	15,551	1	1,267	11	16,819
American	6	4,241	8	15,136	14	19,377
Other countries ...	...	...	19	38,526	19	38,526
Total	16	19,792	28	54,929	44	74,721
,, for the year preceding ...	16	24,324	30	54,080	46	78,404

Trade and Commerce.

Mistakes of English manufacturers.

English manufacturers have been accused more than once of not adapting themselves to the methods of business prevailing in foreign countries, and it has been asserted that, in consequence, Continental manufacturers are supplanting them. The following seems to be a case in point. I wrote to Messrs. M. A. Newmark

and Co., wholesale grocers in this city, enquiring generally as to the increase or decrease in amount and value of English goods handled by them. In reply, I have received the following letter:—

"We acknowledge the receipt of your favour of the 19th inst., and, replying to the same, beg to state that, as a rule, our consumption of English goods has materially decreased during the past few years. This is due to several causes, principal among which are the following:—

"Times have naturally been exceedingly hard for the people at large who are the consumers, and as a matter of course their requirements have been rather for cheap than expensive articles under the circumstances.

"Aside from this fact, however, we believe that the large English manufacturers who sell their products to some extent on this coast, are responsible for a portion of this loss of business. Their agents, as a rule, are wholesalers like ourselves, and go to the retail trade and sell at about the same prices that they do to us, thus antagonising the wholesaler, who will handle anything in preference to the brands sold in this manner.

"We believe that our sales of Liverpool salt keep up, but for the reasons above mentioned English goods generally have lost some of their prestige."

Upon receipt of this reply, I wrote to a number of firms in other lines, enquiring whether the agents of British manufacturers on this coast antagonise the wholesale dealers in the way indicated by Messrs. Newmark and Co., and I have received replies, from which I select the following as specimens:—

Messrs. Crane Company, importers of tin plate, and manufacturers of iron pipe, iron fittings, steam and gas fitters' tools, &c., state:—

"It is only too true that the representatives of English manufacturers make but a slight difference in price between that given the jobber and the retailer."

Messrs. Aylesworth, Haskell, and Co., jobbers in fancy goods, stationery, &c., write me as follows:—

"We buy but few goods from the agents on this coast, on account of the fact that they make prices to small buyers the same as the largest quantity buyers. Hence we go to New York importers and agents direct for all English goods. Our best purchases are made through agencies in New York."

Harper, Reynolds, and Co., wholesale hardware merchants, write me as follows:—

"In answer to yours of the 24th inst., will say that we handle very few English goods, and the percentage is on the decrease rather than on the increase.

"We have handled considerable English tin plate during the past year, but at the present prices of English and American tin, the American tin would be as cheap if not cheaper.

"As far as we know, it is a fact that English manufacturers sell to the retail trade at the same, or about the same, price as to the wholesale, thus antagonising them (the wholesalers)."

It is apparent that there must be something radically wrong in the handling of English goods on this coast when the wholesale dealers here find it to their advantage to buy in New York, and pay the heavy railway charges for a 3,000 mile haul.

Messrs. Haas, Baruch, and Co., wholesale grocers, write me as follows:—

"We really have nothing to report as to any increase in English products handled by us during last year, with the exception of salt, which has probably been the only commodity on which we could note an increase of perhaps 10 per cent. over previous years, prices being about the same as we have always paid on former importations."

Messrs. W. P. Fuller and Co., manufacturers and importers of paints, oils, window-glass, &c., write me as follows:—

Paint and Portland cement.

"The only English goods we have imported for the past year have been 500 barrels of earth paint. The value of same is about 500*l.* Our cement and glass was imported direct from Belgium."

Messrs. F. W. Braun & Co., importers and wholesale druggists, write me as follows:—

"We do sell English goods to a very considerable extent. We are not prepared to say whether our sales of English commodities have increased during the year 1895, for the reason that we do not keep a separate tabulated record of individual items, but as our general business has increased somewhat, we assume that our sales of English goods have likewise increased in proportion."

Messrs. Hayden, Lewis, and Company, saddlery, hardware, harness, shoe leather, findings, &c., write me:—"We sell very few imported goods, and them we buy from the importers in the Eastern States."

Messrs. Blake, Moffit, and Towne, importers and dealers in paper of every description, write me that they do not handle any English goods. I am surprised at this, as I am satisfied that there are various grades of English paper which, after paying duty, would undersell corresponding grades sold here.

Wines.

The sweet wines and brandies produced in this district are pure and wholesome, and are marketed principally in the Eastern States, little, if any, being shipped to England. Mr. Bichowski, the manager of L. J. Rose and Company, Limited (an English Company), writes me that the price of wine grapes has ranged from 1*l.* to 2*l.* per ton in the last two years. He adds, "The prices now obtained for South California wines are fairly remunerative to producers owing to the formation of the Sweet Wine Association of California. Without the existence of this combination the prices of sweet wines would have been considerably lower than the cost of production."

Canned fruit.

The manager of the Southern California Packing Company writes me that his company packed 1,440,000 cans of 2 lbs. 1 oz. each in 1895, and that his pack in 1894 was 2,160,000 cans. He states that "the output for 1895 was purposely curtailed on account of the exceedingly low prices prevailing." A great deal

of fruit was allowed to rot on the trees, entailing heavy loss to the farmers.

Oranges. The shipment of oranges from this district for the past two years has been as follows :—

Year.	Quantity.
	Tons.
1894	49,770
1895	77,000

Owing to heavy losses by frost at Riverside, and other causes, the shipment for 1896 will probably not exceed that of 1895. Very early and very late varieties of oranges have been planted in this district in recent years, the result being that in 1895 oranges were shipped East during every month of the year, the latest varieties overlapping the fruit of the earliest ones.

Raisins. Raisin growers are again demanding increased duties on foreign raisins. The price, owing to foreign competition, is now so low that unless it increases it is probable that many raisin vineyards will be dug up and the land used for other purposes.

Vegetables. The transcontinental railways write me that 16,700 tons of vegetables were shipped from this district in 1894, and 18,440 tons in 1895.

California fruit in England. A representative of the Department of Agriculture at Washington attended the California fruit sales at Covent Garden in 1895, and reports that only the finest quality of fruit can be remuneratively sent to England, and that it must arrive during July and August to avoid competition with Continental fruit. The sales referred to were principally of peaches and pears. Shipments on a large scale will probably not be attempted until the Nicaragua Canal be opened.

R. G. Dun and Co.'s report. R. G. Dun & Co.'s mercantile agency has offices in all the large cities in the United States and Canada, and some in England. Mr. Burnham, the manager for this district, has kindly sent me a copy of his last report, from which I make the following extracts :—

"During the year 14 new manufacturing enterprises have been put into operation. While this multiplying of workshops is encouraging, it is not satisfying. When we consider our existing advantages for producing cheaply, it becomes a matter of legitimate surprise that greater attention is not given by our capitalists to the opportunities offered for the manufacture here of articles which to import relieves us of much of our gain through other avenues of industry. Now that we have the cheap fuel in abundance, the lack of which for manufacturing purposes has been so deplored in the past, our zeal seems to be directed mainly to efforts for disposing of it to northern manufacturers at low figures. Los Angeles is well placed as a distributing point. Our transportation facilities, both by land and sea, are abundant for our present needs, and the building and projection of roads con-

tinues to an extent that promises to meet all possible demands of our extending trade."

"General trade for the year has been good, exceeding in volume all previous records. Our statistics show a falling-off in small dealers throughout the country, but this has strengthened rather than weakened the district commercially."

Mr. Burnham further informs me that the failures in this district for 1894 and 1895 were as follows:—

Year.	Amount.	
	Liabilities.	Assets.
	£	£
1894	252 200	80,000
1895	93,530	48 000

The report concludes as follows:—"The business outlook for the new year is excellent. Indications point to a period of substantial prosperity. The only ground for apprehension now lies in the fact that the rainfall of the season has not been up to the average at this date."

Mr. Burnham further writes me as follows:—

"As to our business in England, we have on our list only 13 houses on whom we are asked to send reports to London, and I am satisfied that among them are very few who import direct."

I am indebted to Mr. Gaffey, collector of customs for this district, for the following statistics:—

Annex B.—Return of Principal Articles of Export from Los Angeles, California, during the Years 1894–95.

Articles.	1894.		1895.	
	Quantity.	Value.	Quantity.	Value.
Nil	..	..	..	..

Return of Principal Articles of Import to Los Angeles, California, during the Years 1894–95.

Articles.	1894.		1895.	
	Quantity.	Value.	Quantity.	Value.
	Tons.	£	Tons.	£
Coal	131,655	91,568	128,249	84,620
Cement	..	3,594	5,9 3	9,060
Other articles	..	..	3,226	7,577
Total	131,655	95,162	137,418	101,257

Annex C.—Table showing the Total Value of all Articles Exported from and Imported to Los Angeles from and to Foreign Countries during the Years 1894-95.

Country.	Exports.		Imports.	
	1894.	1895.	1894.	1895.
Total	£ Nil	£ Nil	£ 101,408	£ 101,257

Industries and Population.

ital atistics. The city health officer has kindly given me the following statistics:—

Year.	Total Number of Deaths.	Total Number of Births.
1894	1,176	1,249
1895	1,181	1,588

In round numbers, about one-fourth of the deaths were caused by consumption, contracted elsewhere.

The population of this city has increased very rapidly in the past 2 years. The following are the figures given me by the city health officer:—

	Estimated Population.
January, 1894	65,000
June, 1894	75,000
January, 1895	80,000
December, 1895	100,000

ivorce. Decrees of divorce were granted by the Superior Court of Los Angeles County in the past 3 years as follows:—

Year.	Number.
1893	209
1894	285
1895	312

In commenting on this subject last year, I pointed out that but few divorces were obtained for adultery, and I hazarded the opinion that the increase in divorce was not due to immorality, but rather to the fact that the Legislature, in its desire to protect women, has rendered it too easy for them to obtain divorces from

husbands who treat them with less consideration than they think they are entitled to.

I make the following extracts from the annual report of the superintendent of buildings:— New buildings.

"The building operations for the past year have increased in volume and cost from those of the preceding year, or any year in the history of the city. This, in connection with the fact of the business depression throughout the country, is very gratifying . . . . another feature of the building activity which should not be overlooked is the fact that the mortgages recorded are less than one-half the amount of real estate sales and building construction."

The total loss from fire in 1895 was about 10,000*l.*

The county assessor's valuation of the taxable property in this county for the past 2 years is as follows:—

Year.	Value.
	£
1894	15,900,000
1895	17,000 000

There are 38 free schools in this city, and eight more are in course of construction. Upwards of 11,000 pupils attend these schools, for whose instruction there are 290 teachers. Public schools.

The estimated value of the school property, exclusive of new schools now being built at a cost of about 40,000*l.*, is 154,100*l.* The annual revenue for the maintenance of the schools, which is derived from direct taxation, is 71,000*l.* From the foregoing figure it appears that the cost per pupil is 6*l.* 10*s.*, per annum, without taking into account the loss of interest on the money invested in school property.

Interest in gold mining in this district has steadily increased for the past 2 years, and many mines containing low grade ore, which it was formerly thought were not worth working, are now being operated. The profits on many of these mines are quite small, and it is only on account of the decrease in the price of fuel, and transportation, that it is possible to work them. The work of prospecting for gold is being carried on very briskly, new mines are constantly being discovered, and from time to time valuable mines can be purchased for a small sum from discoverers who are unable to operate them. Mining.

Three copper mines were recently discovered in this vicinity, and will be worked as soon as the machinery can be placed on the ground.

The product of beet sugar is increasing very rapidly in this district. A large factory is in operation at Chino, a town 40 miles east of this city, and I am informed that other factories will shortly be completed and opened. Beet sugar.

I am indebted to Mr. Cottman, manager of the Chino Valley Beet Sugar Company, for the following statistics:—

	Quantity.
	Tons.
Product of sugar at Chino, 1894	4,736
„ 1895	10,393

To show the relative importance of the product here, I give the following figures, supplied to me by Mr. Cottman :—

	Quantity.
	Tons.
Product of sugar in California, 1895	25,000
„ United States, 1895 ..	405,000
Consumption of sugar in United States, 1895..	1,649,744

It appears from the foregoing that the imports last year exceeded 1,500,000 tons. The percentage of sugar in the beets here is larger than elsewhere in the United States, and the climate admits of a succession of crops. On the other hand, labour, insurance, and interest on money are so much higher here than in the Eastern States, that it is alleged that the beet sugar factories in this State will have to close, unless the sugar bounty be continued.

In February, 1894, oil suitable for fuel was discovered about three-quarters of a mile from the centre of this city, and upwards of 400 wells have been sunk. Many of these wells produce upwards of 60 barrels of oil per day. Owing to the low price of oil, however, some of the wells are not being worked. The output is so much in excess of the demand that the price, which 2 years ago was 7*s.* per barrel (42 gallons), dropped to 1*s.* 3*d.* per barrel.

The output in this district in the last 2 years has been approximately as follows :—

Year.	Quantity.
	Barrels.
1894	450,000
1895	720,000

The manager of the Los Angeles branch of the Union Oil Company writes me that the average cost of production is about 2*s.* 5*d.* per barrel; that prices have ranged in 1895 from 5*s.* down to 1*s.* 5*d.* per barrel; that his company produced about 240,000 barrels of oil in 1895; and that "under treatment intelligently applied to produce best results, 3 to 3½ barrels of oil equal 1 ton of the best Australian coal."

The general manager of the Southern Pacific Company writes me as follows:—

"The use of crude oil as fuel on our locomotives can thus far be regarded as but in the experimental stage. We have at present but one engine equipped with the oil-burning apparatus, and it is yet too early to announce any definite conclusions as to the use of this fuel for locomotive steam purposes."

The railway from Los Angeles to Redondo (20 miles), the Los Angeles Electric Railway, and other local railways, use oil only for fuel.

The horseless carriage contest in France appears to have demonstrated that, although the vehicle propelled by gasoline won the prize in the race from Paris to Bordeaux and back, yet petroleum proved to be the most serviceable fuel. This use for petroleum will doubtless help to increase the demand for the article in this district.

Public Works.

Railways.

This city is connected with San Francisco (487 miles north-west) by the Southern Pacific Railway, the line running through the central counties. For some years past the Southern Pacific has been constructing a line along the coast, and this new line is now completed and in operation as far south as Someo, and as far north as Ellwood, stations in Santa Barbara county about 35 miles apart. In addition to the work on the coast line (35 miles of mountain road), the same company has constructed three short branch lines, near Los Angeles, aggregating 15 miles in length. A number of other short lines have been built in this district in 1895. I have not received the exact figures from other companies. I may say, however, that more work has been done than for some years past, and, from present indications, the activity in railroad construction will be kept up for some time. The general manager of the Southern Pacific Company writes me as follows :—

"The population of Southern California in 1880 was double that of 1870, and in 1890 was nearly six times that of 1870. Notwithstanding this extraordinary increase in population, the building of railroad lines has more than kept pace with it. While in 1870 there were practically no railroads in Southern California, in the year 1890 there were more than 1,700 miles, or an average of 75 miles for each 10,000 of population. The amount of railroad facilities this provided in proportion to the population will perhaps be better appreciated when it is considered that the average for the whole United States, as shown by the last report of the Interstate Commerce Commission, was but 26 miles to each 10,000 people, or about one-third as much as Southern California."

Railway to Salt Lake.

The proposed railway from Los Angeles to Salt Lake City, Utah, is of the last importance to this district, and will, in a variety of ways, directly affect important British interests.

The line has been constructed from Salt Lake City to Pioche, Nevada (350 miles), and from Los Angeles to Blake (150 miles). This leaves a gap of about 300 miles to complete the line. The

Secretary of the Salt Lake Chamber of Commerce writes me, under date March 16, 1896, as follows:—

"The line is certain to be built. The best men in Utah are behind it. For the first time, we are confident that the long-desired connection with the Pacific Coast, viâ Los Angeles, will soon be an accomplished fact."

The Los Angeles end of the line is known as the Nevada Southern Railway, and is in process of foreclosure, that company having failed to sell its bonds on the London market. A gentleman who was acting for the company in its negotiations with English capitalists writes me as follows:—

"Nothing can be done effectively until all chance of redemption under foreclosure expires. This does not occur until April next. I had people ready to take it up, but the possibility of war put a stop to anything American being placed in England, and I fear nothing can be done until the Venezuela matter be finally settled."

The 500 miles completed is in the hands of different companies. Were it in the hands of one company, with a debt of not more than one-third its cost, the whole line would be fair security for the 2,000,000 required to build the 300 mile gap between the present termini.

I have reliable reports of the extraordinary mineral wealth of the district to be traversed (coal, iron, and the precious metals), and, apart from this source of revenue, the line would shorten the distance from Los Angeles to Chicago by nearly a day's journey. English people who think of purchasing the bonds must see that they are well secured, as the building of American railways by English bond-holders (the American stock-holders only contributing "experience") is, to use a colloquialism, "played out."

Electric railways.

Los Angeles is now connected with the mountains (20 miles) by an electric railway, and another line will be opened in a few days connecting Los Angeles with the sea (16 miles). In this city the cable roads have been converted into electric roads. The manager of the Los Angeles Railway Company writes me as follows:—

"This company is operating about 90 miles of road. As to its original cost, I cannot advise you very definitely, as it was built up at various and sundry times.

"It has a bond issue of 600,000*l*. As to whether any of the bonds are held in England or not I do not know, but my impression is that they are exclusively held in this country.

"The property will eventually much more than pay interest on this amount. As you know, within the last year we have been changing our cable lines to electric, and remodelling our power-house. This change is still in progress, and will be consummated shortly; there are certain additions which we will make in the near future, but which are improper at this time to discuss."

The Los Angeles Traction Company constructed during the 1895, about 6 miles of double track electric road. In all there are about 130 miles of street railways in this city.

Agriculture.

Orange growing.

I am indebted to Mr. Cayley, an Englishman who is engaged in orange growing at Riverside, for the following information as to the damage sustained there this season from frost.

"I have had some difficulty in obtaining the real facts as to the damage done by the late frost here. The estimates of damage have been very varied, and we are only now able to know how much fruit cannot be shipped. The Riverside crop to be marketed this season promised to be about 30,000 tons. Of this amount, probably only 15,000 tons will be shipped. Therefore the loss may be said to represent 15,000 tons. I think that a fair estimate of the money loss may be said to be about 100,000*l.* Many packers, however, claim that 150,000*l.* is nearer the mark. Of this amount probably 66 per cent. is directly attributable to frost, the remainder being due to a hot electrical north wind at the beginning of the season, which scorched many trees and dried up the stems of the fruit, causing it to fall to the ground. The damage done by the frost was chiefly in the lower parts of the valley, many orchards on higher ground escaping altogether. Frost appears to run along the hollows and depressions in the land, and an orchard planted on a slightly higher level than the adjoining land will probably escape damage. This season growers whose crops escaped the frost are realising high prices for their fruit, though not so high as in some former years."

In my report for 1894, I embodied a long letter from Mr. Cayley on orange growing, from which I make the following extract:—

"I have not gone much into figures, as they are very deceptive, and two ranches close together often receive very different returns. The whole question seems to be frost and no frost, and the only way to invest profitably is to make sure of buying a ranch practically free from frost, as some of them are." Persons who think of engaging in orange culture should purchase my report for 1894.

The orange growers in Southern California have sustained heavy losses from frost in the past 3 years. The eastern portion of Los Angeles County and some other places have escaped, the loss falling principally on the Riverside growers. Various expedients, such as flooding the orchards, and building fires around them when the indications pointed to frost, have been tried with little success. The following is taken from a recently published letter, written by Mr. Fleming of Visalia, to Mr. Hammond, of the United States weather bureau:—

"In endeavouring to carry out your idea of evaporating as much water as possible with the least amount of rising heat, we used several plans. We could not spray water on our fires, as, in order to make evaporation continuous, it required a man to attend each fire. We burned brush beforehand on our avenues and open spaces, and the beds of live coals formed were smudged with wet straw and manure several hours before sunrise and kept wet.

This could not be done among the trees without danger of burning them. We, therefore, heaped wet straw on a wire network 4 feet square stretched from four stakes driven into the ground, the straw being about 1½ feet from the ground. Small fires were built under them, and a man could attend to several, occasionally replenishing the fire and wetting the straw.

"But we finally hit on a still better scheme. We built similar wire frames on our low truck wagons, stretching them from four wagon stakes and heaping wet manure over them. Dirt was thrown on the wagon beds to protect them, and pots of burning tar were set underneath the straw roof. A barrel of water on the wagon was used to keep the straw wet. These wagons were driven about and did the best work, as they could go wherever most needed. The smoke and vapour were carried to the rear as the wagon moved, and, being at once out of the rising heat, fell close to the ground in a long white trail. At daylight our whole 400 acres of orchard was covered with a white fog extending from the ground about 20 feet high.

"It looks now as if one could absolutely protect against any ordinary frost, and if so you will have earned our everlasting gratitude."

Fruit tree pests.

Mr. Scott, horticultural commissioner for this county, writes me as follows:—

"The general condition of the fruit trees in Southern California is good; a great deal of spraying and fumigation has been done during the past year, and consequently the damage done by insect pests has been greatly reduced.

"In some of the old seedling orchards red scale is still doing damage, in the choice orange growing sections planted to budded fruit it is almost stamped out. It is certainly the worst pest citrus fruit growers have to contend with in Southern California.

"The report on frost lately published in the Los Angeles 'Times' gives a very fair estimate of the damage done; it certainly did not exaggerate."

In the report Mr. Scott refers to, the loss by frost is estimated at 20 per cent. of the entire orange crop, and it is recommended that the orange groves in the lowlands at Riverside be cut down and alfalfa planted.

Vine diseases.

A recent report made by Professor Newton B. Pierce, and issued by the Agricultural Department at Washington, shows that the California vine disease, which I have referred to in previous reports, has destroyed more than 30,000 acres of vines. The disease originated in this district, and practically all the damage has been done in Southern California. Professor Pierce writes me as to this disease and as to the phylloxera as follows:—

"The California vine disease is still observable in several of the counties of Southern California, although, as a whole, it is probably growing less both in the number of affected vineyards and diseased vines. There is one section of Northern California, however, where this disease is doing considerable damage, and is rather on the increase. This is the upper end of the Sacramento Valley on the east side of the Sacramento River.

"So far as I am able to state, phylloxera has been stamped out in the small vineyard where it was first detected in Southern California. The vines were destroyed some two or three years ago, and no signs of the insects have been seen since, so far as I am aware. The pest continues to increase in the northern part of the State, and some new points of infection have been reported within the past year.

"The general health of the vineyards in the great unaffected districts of the San Joaquim Valley and much of Southern California, as well as vines on resistant roots in the phylloxera-infested districts of Northern California, is good."

Olives. As far as I am able to judge, the prospects of the olive-growers in this district are better than in any other branch of horticulture. The price for pure olive oil is good, the demand is steady, and, judging by the amount imported into this country, the demand will keep up. Messrs. Howland Bros., of Pomona, who have a large olive grove, write me that the production of olives and olive oil increased in 1895 over the figures of 1894 by about 50 per cent., that the demand for the olive oil is greater than the supply, and that the price continues to be 1*l.* per gallon.

Canaigre. The cultivation of canaigre is extending in this district. The United States Department of Agriculture reports that the roots grown here contain from 4 to 7 per cent. more tannic acid, the percentage running as high as 41·79 in the small air dried roots. It is stated that the tanning from canaigre tans leather quickly, making it soft and tough. I am not aware that it has been used here as yet in the manufacture of ink. The root is easily cultivated, and will, I think, be a very important crop in the near future.

Irrigation Act. In previous years I have commented at some length on an irrigation law of this State, known as the "Wright Act," under which two-thirds of the freeholders in any district capable of irrigation from a common source may form an irrigation district, vote bonds, and use the money in supplying their lands with water, and I have advised English people not to purchase these bonds until the United States Courts have passed on the constitutionality of the Act under which the bonds were issued. Judge Ross, of the United States Circuit Court, has now held that the Act is unconstitutional. The case has been appealed to the Supreme Court of the United States, and should Judge Ross's decision be affirmed, the holders of the bonds sold will suffer heavy loss. Bonds to the amount of about 2,000,000*l.* have been issued in this district, and it is estimated that bonds to the amount of 3,800,000*l.* have been sold, of which about 1,400,000*l.* have been purchased by English people.

Irrigation works. The most successful irrigation schemes in this State have been carried on by private companies not working under the Irrigation Law. The canals of the Kern County Land Company aggregate nearly 700 miles in length, and the Bear Valley Irrigation Works are nearly as extensive. The Columbian Irrigation Company has now been incorporated to carry out an irrigation project of much greater magnitude than anything heretofore attempted. This

company controls the waters of the Mojave River, and at Victor, a station on the Southern California Railway, about 60 miles north-east of Los Angeles, the company is about to construct a dam at a point where the river flows through a gorge 300 feet deep and 200 feet wide. A dam at this point 150 feet high will create an artificial lake 10 miles long, and several miles in width. The reservoir thus created will irrigate a tract of 400,000 acres of dry land, now practically valueless. The Company also propose to build a city, to be called Columbia, which will be amply supplied with electric light and power from the 30,000 horse-power which can be developed at the dam. As much of the power as is not needed at Columbia can be carried to adjacent towns, in the form of an electric current. The land to be irrigated is desert-land owned by the United States Government, and can be purchased from the Government in tracts of 320 acres, provided the purchaser can, within 3 years from the date of his application, satisfy the Government that he has reclaimed it by conducting water to it. If the affairs of the Company be honestly administered, the bonds they now offer for sale ought to be good security.

San Diego.

Mr. Vice-Consul Allen reports as follows :—

Trade and Commerce.

Trade depression.

The past year has again to be noted as one of depression in all lines of business, and I may add, as I did in my report of last year, that there is little prospect of improvement in the near future—as the year of a Presidential election is always dull as regards business.

Grain.

Two grain cargoes left for the United Kingdom during the year—one in an English vessel, the other in a German, valued at 20,132*l.* 16*s.*

Imports.

Most of the imports, with the exception of coal and cement, were received by sail and rail from the Eastern States.

Exports.

A list of the exports of the San Diego Bay region as received from the various transportation companies for the year 1895, including exports from the Escondido district, and honey from the back country, and figured entirely in car loads (about 10 tons): Oranges 107 cars, lemons 135, raisins 75, wool 23, wine 4, preserves 1, leather 1, hay 52, hogs 5, oats 56, wheat 44, barley 9, corn 11, fish 31, beeswax 1, dried fruit 19, honey 58, hides 31, green fruit 15, granite 52, mineral water 10, ore 1, brick 1, wood 6, olives 1, miscellaneous 6, Total 755 car loads.

Coal.

Since the opening of the oil wells at Los Angeles, coal importations have fallen off considerably. The decrease for last year is given as about one-third less than in 1894. The Santa Fé railway has taken to burning oil in its locomotives, and many private firms who used large quantities of coal have now taken to the oil.

The ever-increasing population of the city and county will, however, gradually bring this loss up again to its former figures, I fancy, as nothing can be used as a substitute for coal for domestic purposes.

Cement continues to hold its own as building goes on briskly, notwithstanding the business depression. The whole of the sidewalks of San Diego are cemented, and a good deal is expended in this way during each year, not to mention the large quantities used in foundations and other building purposes. Cement.

The consumption of tin plates here is next to nothing, as cans for fruit preserving are purchased ready-made in San Francisco. Tin-plates.

The following tables show the imports and exports for the past two years.

RETURN of Principal Articles of Import to San Diego, California, during the Years 1894–95.

Articles.		1894.		1895.	
		Quantity.	Value.	Quantity.	Value.
			£ s.		£ s.
Coals	Tons ...	86,594	49,435 8	70,809	36,264 12
Cement	Casks ...	55,925	14,750 16	52,100	13,712 8
Other articles	...	...	24,294 0	...	7,277 0
Stock	Number ...	...	...	3,455	7,968 0
Guano	Tons ...	...	...	1,405	3,505 12
Bullion	Gold ...	...	...	...	15,495 16
Total	...	...	88,430 4	...	84,223 8
Lumber received from domestic ports ...	Feet ...	17,758,000	...	20,612,000	...

RETURN of Principal Articles of Export from San Diego, California, during the Years 1894–95.

Articles.		1894.		1895.	
		Quantity.	Value.	Quantity.	Value.
			£ s.		£ s.
Barley	Bushels ...	150,382	10,614 16	1,316	128 8
Wheat	,, ...	138,792	17,114 16	179,709	20,132 16
Agricultural implements	...	...	145 8	...	323 12
Fruit and nuts	...	...	124 16	...	194 12
Manufactured iron and steel	...	...	1,682 0	...	2,873 0
Wine	...	...	50 16	...	82 4
Powder and explosives...	...	...	188 4	...	227 12
Lumber	...	...	1,075 12	...	1,099 4
Lime and cement ...	...	...	48 12	...	74 0
Coals	Tons ...	...	3 4	873	633 16
Other articles	...	...	8,064 12	...	7,843 16
Total	...	...	39,112 16	...	33,613 0

TABLE showing Total Value of all Articles Exported from and Imported to San Diego from and to Foreign Countries during the Years 1894-95.

Country.	Exports.		Imports.	
	1894.	1895.	1894.	1895.
	£ s.	£ s.	£ s.	£ s.
Great Britain and British possessions ..	27,326 16	20,398 16	65,392 8	53,613 4
Mexico	11,786 0	13,214 4	23,028 12	34,346 8
Not classified	..	..	59 0	29 16
Total	39,112 16	33,613 0	88,480 0	87,989 8

CUSTOMS Return for Port of San Diego, California, for the Year ending June 30, 1895.

	Value.
	£ s. d.
Value of dutiable imports..	59,058 2 0
„ free „	27,008 13 6
„ coal „	40,026 16 6
„ cement „	12,255 2 0
„ grain exports	709 4 0

The revenue collected for the fiscal year ending June, 30, 1895, was 11,940*l.* 12*s.*

Shipping and Navigation.

Shipping. The following official figures have been furnished me by the United States Customs for 1894-95.

The number of vessels arriving was 375, classified as follows:—

Nationality.	Number of Vessels.	Total Net Tonnage.
American	278	157,054
British	30	50,990
Nicaraguan	63	6,552
Mexican	1	587
Norwegian	3	6,218
Total (for fiscal year ending June 30, 1895)	375	221,391

British vessels. The number of entries and clearings of British vessels has diminished during the past year. This is partly owing to the wreck of the British steamer, "Crown of England," which came to this port eight or nine times annually, carrying coal from

Nanaimo, British Columbia. Her place has now been taken in the business by the Norwegian steamer, "Peter Gebsen." The value of the coal imported from British Columbia during the past year amounted to 18,808*l.* It is, however, quite likely that these cargoes may again fall to a British vessel at any time. One British cement cargo was also carried by a German vessel, value 5,074*l.* 16*s.* 8*d.*

Harbour facilities.

The port of San Diego is situated 450 miles south-west of San Francisco, and is the only completely land-locked harbour south of that city. The dimensions of the bay are as follows:—Length, 13 miles; available anchorage, 6 square miles; average width of channel, 800 yards; total area of bay, 22 square miles; area at a depth of 18 feet, 2·83 square miles; area at a depth of 30 feet, 1·36 square miles; rise and fall of tides, 5 feet; depth of water over bar at low tide, 22 feet; at high tide, 28 feet.

Coal bunkers.

Some idea of the wharf accommodation may be had from a partial description of Spreckles Bros., which is 3,500 feet long, and was built at a cost of over 18,000*l.* The coal bunkers on the wharf have a capacity of over 15,000 gross tons. The machinery is of the most modern and best improved type.

The wharf has a track connecting it with the Southern California Railway. Ships are unloaded directly into the bunkers, from which a train may be loaded in 15 minutes.

In addition to the Spreckles Bros. wharf there are the Santa Fé's, the Pacific Coast Steamship Company, the Dock Company, and the Russ Lumber and Mill Company's wharfs.

The following table shows the number and nationalities of vessels which entered and cleared during the year:—

RETURN of all Shipping at the Port of San Diego, California, United States of America, during the Year 1895.

ENTERED.

Nationality.	Sailing.		Steam.		Total.	
	Number of Vessels.	Tons.	Number of Vessels.	Tons.	Number of Vessels.	Tons.
British	21	37,904	3	5,138	24	43,042
American	145	18,667	171	141,573	316	160,240
Other countries ...	3	2,781	75	15,591	78	18,372
Total	169	59,352	249	162,302	418	221,654
,, for the year preceding ...	93	49,807	206	145,064	299	194,871

CLEARED.

Nationality.	Sailing.		Steam.		Total.	
	Number of Vessels.	Tons.	Number of Vessels.	Tons.	Number of Vessels.	Tons.
British	23	41,884	3	5 138	26	47,022
American	143	18,240	170	141,208	313	159,448
Other countries ...	3	2,781	75	15,591	78	18,372
Total	169	62,905	248	161,937	417	224,842
,, for the year preceding ...	88	45,655	203	143,777	291	189,432

I am indebted to Mr. A. Higgins, Deputy Collector of Customs, for the information given in the preceding tables.

Population and Industries.

Immigration has been steadily on the increase in this locality; a good deal of British among it.

Building. For the past two years the building record in this city has been unusually large, and there is every probability that the activity in this line will be continued in the future. San Diego is far ahead of the average city, so far as handsome buildings are concerned. The indications are that the year 1896 will be even more prosperous in this way than last season.

Fish The fishing industry has not yet gained the prominence the facilities would warrant. More than 100 varieties of good food fish are caught in the bay and ocean. At certain periods of the year large schools of sardines are found in the waters of the bay. As the output of olive oil increases there will be an excellent opportunity to establish a sardine cannery, whose goods could compete with the foreign article. Besides large exports of fresh fish, much is cured and shipped to Honolulu, San Francisco, and Eastern points. Totals, fresh, 12,500*l.*; dried and pickled, 5,872*l.*; crayfish, 1,000*l.*; clams, &c., 350*l.*; abalone shells, 400*l.*; abalone meat, 600*l.* Total, 20,722*l.*

Game. There is still a considerable amount of game upon the slopes and among the hills such as rabbit, quail, &c., not unfrequently deer and mountain lion. Wild ducks and water fowls abound in the lagoons and upon the bay.

Mining. Gold, silver, iron, cement, and asbestos are mined in varying quantities. During the past year there has been a revival of interest and renewed activity in mining circles. Some old mines have been re-opened and many rich strikes recorded, and considerable stock has changed hands. Some of the richest mines are located in the Julian and Banner Section, though much valuable ore is turned out in the Escondido Valley.

The gold mines at Gold Rock and Picacho, on the desert, have become among the best known in the State. The first-named camp produces 30,000*l.* gold per month, and a company

has lately taken charge of the Picacho mines for immediate development.

Minor industries.

Brooms have recently become an important branch of local manufacture. A flour mill is in successful operation, and supplies the country tributary to San Diego city. A soap factory meets the local demand and ships its product abroad. Baking powder is a San Diego manufacture recently presented to the public. From a small beginning a good trade has been established at home, and large quantities shipped to Mexico.

Irrigation laws.

No decision has as yet been handed down by the Supreme Court of the United States as regards the legality of the Wright Irrigation Law; but it is expected to be given shortly.

Water companies.

Although several water companies have made propositions for further supplies of water for the city and the surrounding country, none have as yet been accepted. This year will no doubt see some decisive action taken in the matter.

Agriculture.

Fruit generally.

Fruit ranches generally have not made very high returns to their owners of late years, though lemons, walnuts, almonds, nuts, olives, and, this season again, oranges have made good money. A large acreage is still being planted with lemons, as this region is very free from frosts, and in many other ways peculiarly adapted to their growth. Oranges have commanded a much better price this season owing to the heavy frosts suffered in Florida last year. Orange exports from the bay region and with Escondido and the intervening country will probably aggregate 200 cars for 1896. The output of lemons for 1895 was 135 carloads. This will probably be doubled this year and perhaps more, as it is difficult to tell exactly the acreage of trees coming into bearing for 1896. The apple crop of San Diego county in 1895 was 50 per cent. greater than ever before. It amounts, according to the Horticultural Commissioner, to about 80,000 boxes, or 250 carloads. The value of this product is not far from 15,000*l.*

Olives.

Olive growing is attracting as much attention in Southern California to-day as any other industry. Many new groves are being planted. Near Fulerton, in Orange county, a tract of 400 acres is being prepared for the trees, the number to be planted being 40,000.

Near Whittier 240 acres are being planted with olives. In the vicinity of Colton a tract of 340 acres is being transformed into an olive grove as fast as the work can be done. These are only a few instances. All through the southern counties olive orchards are being set out, and lands adapted to them are in special demand. There has been money for California growers both in olives and oil. The product of this State is steadily growing in popularity in the east. The oil especially is gaining in favour. It is very difficult to obtain pure imported olive oil. Even when high prices are paid, the purchaser, unless he chances to be an expert, will get cottonseed oil or even not so harmless an adulterant.

Now that the superiority of California pure oil is becoming known there is no danger of any lack of demand. Pure oil is scarce, and is sold at 6*s.* per quart bottle. Pickled olives are sold at 2*s.* to 4*s.* per gallon.

Public Works.

The only Government work under way in connection with the harbour of San Diego, and with the exception of a little money appropriation for building a levee to divert the San Diego River into False Bay, the only money ever expended by the Government on this valuable harbour is the jetty at Zuninga Shoals. The jetty will extend 7,200 feet due south from the western point of North Island, parallel with Point Loma and directly east of it. The entire cost of the work is estimated at 80,000*l.* to 90,000*l.* Congress has made three appropriations of 10,000*l.* each for this work. As the regular River and Harbour Bill is passed every other year, the work is not likely to be completed for a number of years.

Dollars have been converted into sterling at the rate of 5 dol. to the 1*l.*

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C. E. Grunsky. 10

.. REPORT ..

ON THE COST OF AN

ELECTRIC PLANT

FOR LIGHTING THE

STREETS AND MUNICIPAL BUIDINGS

OF SAN FRANCISCO

And the Approximate Cost of Operating the Same

IN PURSUANCE OF

RESOLUTION NO. 2266, FOURTH SERIES

Of the BOARD OF SUPERVISORS.

BY A. M. HUNT, CONSULTING ENGINEER.

To the Hon. Jas. D. Phelan, Mayor,
and the Board of Supervisors of the
City and County of San Francisco,

GENTLEMEN:

In accordance with your directions, I beg to submit the following report on the cost of an electric plant for lighting the streets and municipal buildings of San Francisco, and the approximate cost of operating the same, in pursuance of Resolution No. 2266, Fourth Series, of the Board of Supervisors.

In order that a fair comparison may be made between this cost and the amount which the city is now paying, I have included all the buildings to which light is now furnished, and have provided arc lights to cover the present illuminated and settled portion of the city.

The buildings to be furnished under this estimate are as follows: All the buildings under the control of the Fire Department; those under the control of the Police Department; those under the control of the Board of Health; the City Hall, and the new Hall of Justice.

No estimate has been made for the lighting of school buildings, the amount of lighting they require being limited, and it being uncertain what buildings will be in use for night schools in the future.

A city map is submitted herewith, on which are marked the arc lights for street purposes and

the circuits for supplying them. The total number of arc lights is 1537, including those now in use for lighting Golden Gate Park.

It is proposed to locate the plant on the property owned by the city at the foot of Fillmore street, as at this point water can be readily obtained for condensing purposes, and coal can be cheaply landed at this point.

The lights for buildings to be furnished by alternating current, from three generators, one of 150 K. w. capacity and two of 75 K. w. capacity; the line pressure to be 2200 volts, reduced to 100 volts at the buildings.

The buildings to be lighted by 16-candle power incandescent lamps, except the corridors of the City Hall, where it is proposed to use enclosed arc lamps.

The plant for lighting the streets to consist of twelve 150 light arc machines belted to six engines, each carrying two machines. If the Park lights are carried by the present Park plant, the street lighting will require the capacity of ten machines, leaving two in reserve.

It is proposed to use open series arc lights for this work, as at the present time the enclosed arc light has not reached a stage of development to warrant adopting it. However, if a plant is installed, this point should be investigated at that time, as the increased cost of plant would be slight and the saving in operation considerable.

An area has been outlined on the map, in red ink, within which it is proposed to put wires un-

8491

derground. It is proposed to cover this area with conduit, consisting of two dipped iron pipes, with manholes placed at an average distance of 200 feet. Within this district street lamps will be suspended from ornamental iron poles, placed on the curb line. Without this district wires will be carried and lamps placed on 40-foot wooden poles placed 150 feet apart, except along Fillmore street, where the number of wires will be considerable, and where poles will be spaced 125 feet apart.

In preparing the estimate of cost I have, wherever possible, obtained from manufacturers quotations on materials, and in all instances they say that their figures could be shaded if it came to active competition.

The estimates for wire are based on current quotations for highest grade of rubber covered copper. The present copper market is very high and in a very much disturbed state, and quotations hold only from day to day. It is highly probable that the market will fall within a short time, as the prices are now fully one-third higher than at any time for several years past.

The resolution of the Board calls for estimates covering, in addition to above, "that arc lights should also be supplied to merchants, business men and all residents and property owners, at actual cost, whenever demanded." This is an extremely difficult matter to arrive at, as it is impossible to even approximate the number of lights that would be demanded, and the distance from the station and the location of lights are im-

portant elements in arriving at the cost. To cover this ground I have appended an estimate covering the additional cost of plant to furnish 300 arc lamps and the added cost of operation, assuming that they are all in use between sunset and sunrise.

In figuring on the cost of operation of the main plant, I have assumed that incandescent service will be rendered twenty-four hours each day; that street lights will be operated as at present, that is, from half an hour after sunset until half an hour before sunrise, on all nights except the night of full moon and the night before and after full moon.

There is submitted herewith a plan of proposed generating station. This can only be considered as preliminary, as the arrangement of machinery and space occupied can be definitely determined only when it is actually known what machinery is to be installed.

Provision is made on this plan for the installation of additional boilers and machinery.

A number of the city buildings are not wired for electric lights. I have estimated that, to wire them, and to place the wiring of the City Hall in first class condition, will cost, approximately, $13,857.

A. M. HUNT,
Consulting Engineer.

Estimate of Cost of Steam and Electric Plant and Distribution System.

1.	Steam plant consisting of boilers to evaporate 40,000 lbs. of water per hour, seven engines of 250 H. P. each, two engines of 125 H. P. each, surface condensers, feed pumps and feed water heaters	$ 73,030 00
2.	Piping, valves, etc	7,500 00
3.	Erection of engines, boilers, condensers and heaters	14 629 00
4.	Induced draft blowers, connections and short stacks	5,000 00
5.	Twelve 150 light arc machines erected	32,400 00
6.	Arc light switchboard	300 00
7.	One 150 K. W. alternator, two 75 K. W. alternators, erected	5,740 00
8.	Alternating current switchboard	1,950 00
9.	1500 arc lamps, complete	30 000 00
10.	121 ornamental iron poles, in place	7,260 00
11.	5774 wooden poles 7x7 tops, 12x12 butts, 40 feet long in place	63,514 00
12.	5881 six pin cross arms	1,470 00
13.	13,000 insulators and pins	520 00
14.	93,333 feet double two-inch iron, pipe conduit, laid at 42c per foot	39.199 86
15	450 manholes, complete	22 500 00
16.	49,980 feet No. 00 rubber covered cable	9,996 00
17.	30,660 feet No. 1 rubber covered wire	4,139 10
18.	71,980 feet No. 4 rubber covered wire	6,838 10
19.	124,100 feet No. 6 rubber covered wire	10,548 50
20.	1,120 809 feet No. 6 rubber covered wire (special)	95 268 76
21.	96,333 feet rubber covered, lead and jute armored No. 6 wire (special)	8,188 30
22.	Converters, 43—1 K. W., five 2 K. W., one 3 K. W., one 10 K. W., seven 25 K. W.	3,042 00
23.	Stringing wire	3,972 00
24.	Power station	12,000 00
25.	Real estate	
	Total, excluding real estate	$459,005 43

Annual Cost of Operation.

Bond interest 3½ per cent. on $459,005 43	$ 16 065 19
Coal, 8341¼ tons at $7.25 in bunkers	60,473 75
Depreciation (10 years life) 9.1 per cent on items 9, 11, 12, 13 and 23	9,052 32
Depreciation (13 years life) 6.4 per cent on items 1, 2, 3 and 4	6,410 18
Depreciation (15 years life) 5¼ per cent. on items 5, 6, 7, 8 and 22	2 258 46
Depreciation (20 years life) 3½ per cent. on items 10, 14, 15, 16, 17, 18, 19, 20 and 21	7,137 85
Six firemen at $75 per month	5,200 00
Three engineers at $100 per month	3,600 00
Three oilers at $75 per month	2,700 00
Five dynamo tenders at $90 per month	5 400 00
One boiler cleaner at $75 per month	900 00
Two horses and wagons at $40 per month each	960 00
Twenty trimmers at $75 per month	18,000 00
Two linemen at $90 per month	2 160 00
Store keeper and time clerk	1,200 00
3000 carbons per diem, 325 days, at $9.00 per 1000	8,775 00
Waste	200 00
Oil	2,555 00
Globe renewals and repairs	1,500 00
Stores and supplies	1,200 00
Chief Engineer and Superintendent	3,000 00
Insurance ¾ per cent. on $150,000	1,125 00
Water assuming waste per diem to equal ¼ of feed	975 84
General repairs (approximated at 2½ per cent. on entire plant)	9,989 70
	$170,838 29

The rate of wages on which this table is based, corresponds to those paid by the city in similar cases, but if the rates be taken at those paid by private parties, the estimate may be reduced by $8560.

Estimate of Cost for 300 Additional Arc Lights.

1.	Steam plant increase	$ 10,000 00
2.	Piping, valves, etc.....	500 00
3.	Erection engines, boilers, condensers, etc.	2,100 00
4.	Two 150 light arc machines.....	5,400 00
5	300 arc lamps complete.....	6,000 00
6	210,000 feet No. 6 rubber covered wire (based on average length of circuits)	17,850 00
7.	960 poles set.....	10,560 00
8	Cross arms and insulators.....	280 00
9.	Stringing wires.	600 00
		$ 53 290 00

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April Thirtieth to May Seventh
Nineteen Hundred and Five

Order of Events

Sunday Night, April Thirtieth

Inaugural Night

Monday Afternoon, May First

Children's Festival of Song

Monday Night, May First

Symphony Night

Tuesday Afternoon, May Second

Professional Matinee

Tuesday Night, May Second

Parsifal Night

Wednesday Afternoon, May Third

Liszt-Rubinstein Matinee

Wednesday Night, May Third

Military Night

First performance on any stage of Innes's "Americana"

Thursday Afternoon, May Fourth

French-Russian Matinee

Thursday Night, May Fourth

Oratorio Night

First Festival Production of Mendelssohn's great Choral work, "The Hymn of Praise"

Friday Afternoon, May Fifth

Miscellaneous Programme

Friday Night, May Fifth

Wagnerfest

Saturday Afternoon, May Sixth

Second Children's Festival of Song

Saturday Night, May Sixth

Grand Opera and Popular Music Night

Sunday Afternoon, May Seventh

Miscellaneous Programme

Sunday Night, May Seventh

Farewell Night

May Musical Festival

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Mechanics' Pavilion, San Francisco, April 30 to May 7, 1905

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Programme

San Francisco, Sunday Night, April Thirtieth

(Commencing at 8:15 o'clock)

Inaugural Programme

Soloists:

MRS. PARTRIDGE, SOPRANO

MR. FRITZ N. HUTTMANN, TENOR

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AND

THE MAY FESTIVAL CHORUS of one thousand voices

Dr. H. J. Stewart, Director, Mr. W. C. Stadtfeld, Associate Director

Oakland Chorus organized and drilled by Mr. Alex. Stewart

PART I.

1. OVERTURE, "JUBEL" ..... *Weber*

OVERTURE, OPUS 59, "JUBILEE."

CARL MARIA VON WEBER.
Born, Dec. 18, 1786, at Eutin, Oldenburg.
Died, June 5, 1826, at London.

The "Jubilee" overture was composed in 1818,—the autograph score bears the date of September 11th,—and was first performed at the festival held at Dresden, on the 20th of the same month, in honor of the fiftieth anniversary of the accession of King Frederick Augustus I to the throne of Saxony. Weber had composed a jubilee cantata for this event which is said to have fallen short of the requirements of the occasion; in any case, it was relegated to the background, and the present overture, an entirely distinct composition, was performed in its place. The title itself is a sufficient indication of the nature of this work, which is brought to an enthusiastic conclusion by the introduction of the national anthem.

INTRODUCTORY ADDRESS

Mayor E. E. Schmitz

2. SERENADE ROCCOCO ..... *Meyer-Helmund*

3. ARIA from "THE MASTERSINGERS"—WALTER'S PRIZE SONG ..... *Wagner*

4. "KAMMENOI OSTROW" ..... *Rubinstein*
(Organ Obligato by Dr. H. J. Stewart)

5. "HAIL, BRIGHT ABODE" (Chorus from "Tannhauser") ..... *Wagner*
(Directed by Dr. H. J. Stewart)

Intermission

(A Fanfare of Trumpets will sound two minutes before the commencement of the next part.)

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Sunday Night, April Thirtieth — *Continued*

PART II.

6. OVERTURE, "FEST" ..... *Lassen*
7. MARCH, "PRO PATRIA" (new) . *Hon. Alfred Roncovieri, Pres. School Board*
(Directed by the Composer)
8. "RUSSIAN FANTASY" (for Cornet) ..... *Levy*
9. (*a*) IMPROMPTU, "CUPID'S STORY" }
(*b*) TWO-STEP MARCH, "PRINCE CHARMING" } ..... *Innes*
10. ARIA, "OCEAN, THOU MIGHTY MONSTER" ..... *Weber*
11. SCENES from "LOHENGRIN" ..... *Wagner*
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San Francisco, Monday Afternoon, May First

(Commencing at 2:30 o'clock)

Children's Festival of Song

Soloists:

MR. FRITZ N. HUTTMANN, TENOR
MR. BOHUMIR KRYL, CORNET

AND

CHILDREN'S FESTIVAL CHORUS from Adams Cosmopolitan, Clement, Cooper, Crocker, Denman, Dudley Stone, Emerson, Fremont, Garfield, Golden Gate, Grant, Hamilton, Hancock, Henry Durant, Humboldt, Irving, Jackson, Jean Parker, John Swett, Lafayette, Laguna Honda, Madison, Pacific Heights, Redding, Richmond, Sherman, Spring Valley, Sutro, Washington, and Winfield Scott Schools.

PART I.

1. OVERTURE, "BABES IN TOYLAND" ..... *Herbert*
2. (*a*) SERENADE ..... *Moskowsky*
(*b*) "THE CRYING BABY" (Concert Polka) ..... *Bial*
3. LULLABY, "JOCELYN" ..... *Godard*
4. CHILDREN'S TOY SYMPHONY ..... *Haydn*
5. (*a*) "PRAISE YE THE FATHER" ..... *Gounod*
(*b*) "BIRDS OF SPRING" ..... *Brinkworth*
(*c*) "DEAR OLD HILLS OF CALIFORNIA" ..... *Davis*
(Directed by Miss Estelle Carpenter,
Supervisor of Music San Francisco Public Schools)

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MME. EMMA PARTRIDGE

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Monday Afternoon, May First — *Continued*

Intermission

(A Fanfare of Trumpets will sound two minutes before the commencement of the next part.)

PART II.

6. "IN YE OLDEN TIME" (Minuet) ..... *Mozart*
   (Costume Dance by Pupils of Public Schools)
7. OVERTURE, "ORPHEUS" ..... *Offenbach*
8. "KING CARNIVAL" (Fantasy for Cornet) ..... *Kryl*
9. (*a*) "AMRA" (Intermezzo) ..... *Krause*
   (*b*) "LOVE IS KING" (Two-step March) ..... *Innes*
10. "AMERICA" (Festival Fantasy) ..... *Innes*

Introducing a number of the best-known national and patriotic airs by the CHILDREN'S FESTIVAL CHORUS and ending with the National Anthem:

My country! 'tis of thee,
Sweet land of liberty,
Of thee I sing;
Land where my fathers died!
Land of the pilgrim's pride!
From every mountain side
Let freedom ring!

(Every one is invited to rise and take part in the singing of the above song.)

San Francisco, Monday Night, May First

(Commencing at 8:15 o'clock)

Symphony Night

Soloists:

Mrs. Partridge, Soprano

Mr. F. Archambault, Baritone

and

The May Festival Chorus of one thousand voices

Dr. H. J. Stewart, Director, Mr. W. C. Stadtfeld, Associate Director

Oakland Chorus organized and drilled by Mr. Alex. Stewart

Part I.

1. Overture, "Sakuntala" ..... *Goldmark*

Overture, F Major, Opus 13, "Sakuntala". Carl Goldmark
Born, May 18, 1830, at Keszthely, Hungary.

The "Sakuntala" overture was first performed at Vienna in 1865, by the Philharmonic Society, and was the work which determined Goldmark's standing as an orchestral writer. It is dedicated to Ludwig Lakenbacher, and upon the flyleaf of the score is inscribed the following explanatory preface:

For the benefit of those who may not be acquainted with Kalidasa's famous work, "Sakuntala", we here briefly condense its contents.

Sakuntala, the daughter of a nymph, is brought up in a penitential grove by the chief of a sacred caste of priests as his adopted daughter. The great king Dushianta enters the sacred grove while out hunting; he sees Sakuntala, and is immediately inflamed with love for her.

A charming love-scene follows, which closes with the union (according to Grundharveri, the marriage) of both.

The king gives Sakuntala, who is to follow him later to his capital city, a ring by which she shall be recognized as his wife.

A powerful priest, to whom Sakuntala has forgotten to show due hospitality, in the intoxication of her love, revenges himself upon her by depriving the king of his memory and of all recollection of her.

Sakuntala loses the ring while washing clothes in the sacred river.

When Sakuntala is presented to the king by her companions, as his wife, he does not recognize her, and repudiates her. Her companions refuse to admit her, as the wife of another, back into her home, and she is left alone in grief and despair; then the nymph, her mother, has pity on her, and takes her to herself.

Now the ring is found by some fisherman and brought back to the king. On his seeing it, his recollection of Sakuntala returns. He is seized with remorse for his terrible deed; the profoundest grief and unbounded yearning for her who has disappeared leave him no more.

On a warlike campaign against some evil demons, whom he vanquishes, he finds Sukantala again, and now there is no end to their happiness.

2. "Song of the Vikings" (Chorus) ..... *Elgar*

(Directed by Dr. H. J. Stewart)

3. Two Movements from Symphony No. 6, Opus 74, "Pathetic" ..... *Tschaikowsky*

Allegro Con Grazia

Adagio Lamentoso

Symphony No. 6, Opus 74, "Pathetic."
Peter Iljitsch Tschaikowsky.
Born, May 7, 1840, at Wotkinsk.
Died, Nov. 6, 1893, at St. Petersburg.

One approaches the task of discussing the great works of this mighty genius with profound reverence and no little hesitation. There is something fateful and ominous about Tschaikowsky's music—a never-satisfied yearning which, even in his more idyllic moments, discloses the consciousness of hope unrequited and aspirations unrealized. It seems as if this great mind had penetrated the profoundest depths of human thought only to find itself at last confronted by the unknowable—the impenetrable veil which, since man has begun to reason, has obstinately obstructed itself across his pathway to balk him in his search for knowledge and turn him back in despair from the grasping of truths which he must not know. The restless, seething developments, the unexpected harmonic turnings, the atmosphere of discontent, and the inevitable working toward cataclysmic climaxes in Tschaikowsky's music, are the product to be expected from a mind of this cast—a tendency toward tragedy, interspersed with moments of the most exquisite beauty and loveliness, such as could come only to one who turns wearily from the basilisk gaze of approaching fate to revel for an instant in the thought and contemplation of happiness which cannot be his.

HERR FRITZ N. HUTTMANN

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Monday Night, May First — *Continued*

There has been considerable difference of opinion expressed as to whether the so-called symphonies of Tschaikowsky are in reality symphonies at all, in the strict sense of the word, and, no doubt, there is much to be said on both sides of this question. But it is sufficient, at this time, to observe that Tschaikowsky wrote what he called "symphonies", choosing the form best fitted for his needs and uses—probably with no special reference to its classic meaning and without any intention of extending the form; but merely as the most available vehicle for the delineation of the pictures of his imagination or, perchance, the tortures of his soul. It is in this light that his symphonies should be listened to; and by this standard they should be estimated. They are not classic in spirit—they are panoramic, and, as such, come much nearer voicing the temperament of the present generation than the classic could do.

The "Pathetic" Symphony has been so much written about and so frequently and ably analyzed as to make any further attempt in this direction quite redundant, if not pedantic. The intensely tragic character of the music and the peculiar circumstance of the composer's lamentable death, within three weeks after he had conducted its initial performance, offer many seductions for the dilation upon its seeming portentousness as being either his conscious or unconscious valedictory; but as all descriptive music is entirely intelligible only when elucidated by a key supplied by the composer, and as this work is accompanied by no such key, only the merest citation of themes is undertaken. Only the second and fourth movements of the symphony are given upon this occasion. Of these, the first, marked Allegro con Grazia in an unusual rhythm—5–4—places the usual Adagio. The 5–4 measure, although uncommon, is by no means new. Chopin, in his pianoforte sonata, has a 5-4 movement—the Larghetto—and, although strange to us, this rhythm is said to be quite common among the Northern races.

In the Finale the composer seems not to have intended a climax of "form", but rather a climax of sentiment. This movement is the keynote to the whole work and the one from which it undoubtedly derived its title.

Just what this music means each and every hearer must decide for himself, but if impending disaster and approaching misfortune were ever depicted in musical language, they were here. As the storm of emotion gathers strength and surges to its climax, the listener is helplessly swept along with it, until, with a sickening clang of the tom-tom, which strikes terror to our inmost souls, the world seems to crumble away beneath our feet and leave us to the mercy of Fate.

4. THE TOREADOR SONG FROM "CARMEN" (Aria for Baritone) ..... *Bizet*

Intermission

(A Fanfare of Trumpets will sound two minutes before the commencement of the next part.)

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Monday Night, May First — *Continued*

Part II.

5. "Hamlet" Overture ..... *Gade*

6. (*a*) Air ..... *Bach*

Air

John Sebastian Bach.
Born, March 21, 1685, at Eisenach.
Died, July 28, 1750, at Leipsic.

This beautiful selection has its proper place as the second movement of Bach's third orchestral suite (or "Overture"— as such works were styled in his day), which is supposed to have been written during the period of his residence at Leipsic. It is the most familiar, doubtless— as well as the most universally admired—of all the great master's orchestral compositions, being the original of the celebrated "Air for the G string"— the latter being a transcription for violin with pianoforte accompaniment (by August Wilhelmj), in which the movement is transposed to C major and the noble melody given to the sonorous low string of the solo instruments.

In its original form the movement (in D major, Lento and 4–4 time) is scored for the strings only, the melody being carried by the violins— but not on the G string. In the arrangement we are now to hear — which, by the way, was made by Mr. Innes several years since— the melody is sung by all the clarinets and saxaphones, the accompaniment being furnished by the remainder of the band.

(*b*) "Spring Song" ..... *Mendelssohn*

Spring Song.

Felix Mendelssohn-Bartholdy.
Born, Feb. 3, 1809, at Hamburg.
Died, Nov. 4, 1847, at Leipsic.

This number is a transcription (for wood-wind and harp) of the thirtieth of Mendelssohn's "Songs Without Words", the last one in book V. (Opus 62), which appeared in print in April, 1844. The "Spring Song" itself was written in 1842.

7. "Danse Macabre" (Symphonic Poem) ..... *Saint Saens*

This picturesque composition is the work of the greatest living musician. In it is described in unmistakable tones all that its title — "The Dance of the Skeletons" — would imply, which briefly is as follows: The clock striking the hour of midnight, the skeletons are heard assembling for their ghastly revelry, which, continuing with unabated vigor till the dawn, is abruptly terminated by the crowing of the cock.

8. Aria for Soprano, from "Tannhauser,"
"Dich Theure Halle" ..... *Wagner*

9. "Hallelujah" (Chorus) ..... *Handel*
(Directed by Mr. W. C. Stadtfeld)

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San Francisco, Tuesday Afternoon, May Second

(Commencing at 2:30 o'clock)

Professional Matinee

Soloists:

Mrs. Partridge, Soprano

Mr. Fritz N. Huttmann, Tenor

Mr. Bohumir Kryl, Cornet

Part I.

1. Overture, Opus 72, "Leonore" No. 3.....*Beethoven*

Overture, C Major, Opus 72, "Leonore" No. 3.

Ludwig van Beethoven. Born, Dec. 16, 1770, at Bonn. Died, March 26, 1827, at Vienna.

This composition, which has grown to be regarded as the "king" of overtures, is too well known to call for any extended analysis at this time. Considerable doubt has existed, however, as to the exact chronological order of Beethoven's four overtures to "Leonore"—the three in C major and the one in E major, known as the overture to "Fidelio". In 1851 the house of Breitkopf & Hartel issued a thematic catalogue of Beethoven's published works, giving the overtures in the following sequence: Overtures Nos. 1, 2 and 3 to "Leonore", opera in two acts (first and second versions), the first two composed in 1805 and the third in 1806; Overture No. 4, to "Fidelio", opera in two acts (being the third and final version of "Leonore"), composed in 1814. The Peters edition of these works, while giving the same order and number as above, makes one important change in the date of their composition, to-wit: Overture No. 1 is mentioned as a posthumous work and as Opus 138—Beethoven's last opus number—and as having been composed in 1807. If this be the truth, then the overture known as No. 1 is rightfully the third of the series, and the one now played finds its proper position as No. 2. The difficulty centers in the exact identification of the year in which Overture No. 1 was written; the opus number establishes nothing, being easily explained by the posthumous publication of the work. All things considered, 1807 would seem to be the right date, in as much as Grove relates that this overture was composed for a projected performance of "Leonore" in Prague, in May of that year. He further says "The proposal, however, was not carried out, and the overture remained probably unperformed till after his (Beethoven's) death." In Scribner's Cyclopedia of Music and Musicians is found this statement: "It (Overture No. 1) was rehearsed by a small orchestra at Prince Lichnowsky's, but was pronounced too light; first performed from MS. in Vienna, Feb. 7, 1828." Another bit of circumstantial evidence, which might be of some value in determining the point at issue, is the general formal resemblance of the so called Overture No. 1 to the "Fidelio" Overture No. 4, and its consequent superior fitness, as an introduction to the opera, to the more imposing overtures, Nos. 2 and 3. This might be construed into an indication that Beethoven, perceiving the lack of sympathy between the ominous ponderosity of these overtures and the opening scenes of the opera, had laid them aside, composing the lighter overture to better serve his purpose.

2. "A May Morning" (Song for Tenor).....*Denza*

3. Two Movements from the "Rustic" Symphony.....*Goldmark*

   (*a*) In the Garden

   (*b*) Bridal Song

4. "Roses from the South" (Waltz).....*Strauss*

Waltz, "Roses from the South".

Johann Strauss. Born, Oct. 25, 1825, at Vienna. Died, Feb. 13, 1883, at Venice.

This familiar and popular effusion from the fertile pen of the "Waltz-King" calls for nothing in the way of explanation— unless it be the mention of the fact that it is developed from themes taken from the author's well-known operetta, "The Queen's Lace Handkerchief", which was produced in 1880.

5. "Du und Du" (Fantasy for Cornet).....*Levy*

6. Eine Faust, Overture.....*Wagner*

7. Jewel Song from "Faust".....*Gounod*

8. Sixth Hungarian Rhapsody.....*Liszt*

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San Francisco, Tuesday Night, May Second

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Parsifal Night

Soloists:

Mrs. Partridge, Soprano

Mr. F. N. Huttmann, Tenor

Mr. F. Archambault, Baritone

Mr. Bohumir Kryl, Cornet

and

The May Festival Chorus of one thousand voices

Dr. H. J. Stewart, Director, Mr. W. C. Stadtfeld, Associate Director

Oakland Chorus organized and drilled by Mr. Alex. Stewart

Part I.

1. Overture, "Merry Wives of Windsor" ..... *Nicolai*
2. (*a*) "Traumerei" ..... *Schumann*
   (*b*) "Pizzicati" (Concert Polka) ..... *Strauss*
3. "Carnival of Venice" (Fantasy for Cornet) ..... *Arban-Hartmann*

Intermission

(A Fanfare of Trumpets will sound two minutes before the commencement of the next part.)

Part II.

"PARSIFAL"

(A Consecration Stage Festival Play)

"Parsifal" — Richard Wagner.

Transformation Scene and Glorification.

Vorspiel. — Born, May 22, 1813, at Leipsic. Died, Feb. 13, 1883, at Venice.

As the most direct means of putting the listener *en rapport* with these excerpts and of inducing an appreciation of their bearing upon the work from which they are taken, the following resume of that portion of the Parsifal legend which preceded the opera, and a hasty recital of the programme of the latter are submitted:

Joseph of Arimathea received in a crystal cup the blood of Christ as it flowed from the spear wound made by the Roman soldier. The cup and the spear were committed to Titurel who became a holy knight and the head of a sacred brotherhood of knights. They dwelt in the Vizigoth Mountains of Southern Spain, where, amidst impenetrable forests, rose the legendary palace of Montsalvat. Here they guarded the sacred relics, issuing forth at times from their palatial fortress like Lohengrin, to fight for innocence and right and always returning to renew their youth and strength by the celestial contemplation of the Sangrail and by occasional participation in the holy feast. Time and history count for very little in these narratives. It was allowed, however, that Titurel, the Chief, had grown extremely aged, but it was not allowed that he could die in the presence of the Sangrail. He seemed to have been laid in a kind of trance, resting in an open tomb beneath the altar of the Grail; and whenever the cup was uncovered his voice might be heard joining in the celebration. Meanwhile, Amfortas, his son, reigned in his stead. Montsalvat, with its pure, contemplative, but active brotherhood, and its mystic cup, thus stands out as the poetic symbol of all that is highest and best in mediæval Christianity. The note of the wicked world—Magic for Devotion, Sensuality for Worship—breaks in upon our vision as the scene changes from the halls of Montsalvat to Klingsor's palace. Klingsor, an impure knight who has been refused admission to the order of the "Sangrail", enters into a compact with the powers of evil—by magic acquires arts of diabolical fascination—fills his palace and gardens with enchantments, and wages bitter war against the holy knights with a view to corrupting them and ultimately, it may be, of acquiring for himself the "Sangrail", in which all power is believed to reside. Many knights have already succumbed to the "insidious arts" of Klingsor; but the tragical turning point of "Parsifal" is that Amfortas, himself the son of Titurel, the official guardian of the Grail, in making war upon the magician took with him the sacred spear and lost it to Klingsor. It came about in this way: A woman of unearthly loveliness (Kundry) won him in the enchanted bowers adjoining the evil knight's palace, and Klingsor, seizing the holy spear,

thrust it into Amfortas' side, inflicting therewith an incurable wound. The brave knight Gurnemanz dragged his master, fainting, from the garden, his companions of the Sangrail covering their retreat. But, returned to Montsalvat, the unhappy king awakes to bewail his sin, the loss of the sacred spear, and the ceaseless harrowing smart of an incurable wound.

It is at this point that the opera opens. As the prelude merges into the first scene the curtain slowly rises and discloses a summer landscape over which the daylight grows until all lies flooded in the brightness of the sunshine. The programme of the first act includes the sequence of events naturally subsequent to the foregoing preface—the suffering and remorse of Amfortas and the sorrow of the Knights of the Grail at his unhappy plight and at the loss of the sacred spear—and eventually leads to the entrance of Parsifal. The future savior of the Grail makes the acquaintance of the knights under unhappy circumstances; he has just killed a white swan, "the bird of fair omen, symbol of spotless purity," beloved and nurtured by the Grail Knights. There is a tradition to the effect that, in the event of dire extremity (like that existing), the brotherhood can be saved only by some unknown "guileless one", and Parsifal's unexpected appearance and conduct causes Gurnemanz to wonder whether he may be the one looked for. He will try him; he will show him the Grail. This he does: but Parsifal remaining unimpressed, Gurnemanz thrusts him forth with the observation "nothing but a fool", and admonishes him to "be off! look after thy geese, and henceforth leave our swans in peace".

The second act deals with Klingsor and his machinations. After a disturbed prelude the magician is discovered in his rocky palace, the abode of sorcery and evil. Klingsor is now in possession of the sacred spear and hopes to secure the Grail itself. He has ascertained, by means of his black art, that his power is threatened and that Parsifal is on his way to regain possession of the spear; an unconscious proceeding so far as Parsifal is concerned, but none the less dangerous for Klingsor, whose only resource is to overwhelm Parsifal, as he overwhelmed Amfortas; wherefore he calls upon Kundry to accomplish this task as she did the other. Herewith the scene shifts to the magic garden, a seeming paradise of tropical luxuriance which Klingsor has reared for the enticement of his victims. Anon comes Parsifal, who stops in amazement at the gorgeous scene which confronts him. Then in rush a bevy of beautiful maidens attired in the semblance of flowers. They at first lament for their unfortunate and wounded knights, but when they perceive Parsifal they straightway surge about him, meanwhile singing the most enticing strains and striving with each other to possess him. Parsifal, however, repels them. As they are on the point of leaving him in a rage the flowers on one side of the stage are lifted and Kundry is discovered, transformed into a being of the most enchanting beauty. Then follows the scene in which Kundry endeavors to subdue Parsifal, but the latter suddenly starts up and thrusting her aside proceeds to escape from the garden. Herewith Klingsor, baffled and desperate, makes his appearance with the sacred spear in his hand. He casts it at Parsifal, but instead of wounding him as it did Amfortas, it stops, suspended over the head of the "guileless one", who reaches up and grasps it in his hand. With a mighty crash Klingsor's palace collapses, Kundry falls down in a deathlike swoon, and the garden, with all its luxuriant verdure and the flower girls as well, shrivels into a scene of devastation.

The third act shows the serene radiance of a beautiful spring morning, the only visible habitation being the hermitage of Gurnemanz, now an aged, white-haired knight. After many long years of wandering and purification Parsifal ultimately finds his way to the spot. He appears fully clad in black armor and bearing the long-lost spear. Upon being accosted by Gurnemanz he removes his helmet, drives the spear into the ground and prostrates himself before it in silent devotion. Gurnemanz now recognizes in him the savior of the brotherhood, and tells him how the holy knights, divested of the sustaining help of the Grail, have all fallen into weakness and old age, and that Titurel has passed away. Parsifal swoons at the unhappy tidings and Gurnemanz and Kundry (who are at hand) undo his armor and sprinkle him with holy water. His armor removed Parsifal appears clothed in a long white robe. Gurnemanz anoints Parsifal King of the Grail and Parsifal in turn baptizes Kundry. Gurnemanz then produces a coat of mail and the mantle of the Knights of the Grail, in which Parsifal is forthwith attired. The scene now changes slowly, moving from right to left until the hall of the palace is reached. From one side a train of knights bring in the coffin in which reposes the body of Titurel; from the opposite side Amfortas is borne in upon a litter, being preceded by a shrine containing the Grail. Parsifal extends the sacred spear until the point touches Amfortas' wound, where upon the latter's countenance becomes radiant with heavenly ecstasy. Parsifal then commands the shrine to be opened and takes from it the Grail. He kneels in silent prayer. The Grail becomes radiant, and Titurel, revivified for an instant, raises himself in benediction of the situation. A white dove flutters down from the dome over the hall and remains suspended above Parsifal's head, while Kundry sinks slowly to the floor, dead. Amfortas and Gurnemanz are on their knees in adoration of Parsifal.

In Concert Form, including the following scenes:

Act I— Prelude

Processional March of the Knights of the Holy Grail, and the invisible chorus. Amfortas' Lament and the Divine Prophecy.

Acts II and III

The temptation of Parsifal by Kundry. The Good Friday Magic Spell. Parsifal heals the wound of Amfortas and becomes King of the Grail.

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San Francisco, Wednesday Afternoon, May Third

(Commencing at 2:30 o'clock)

Liszt-Rubinstein Programme

Soloists:

Mrs. Partridge, Soprano

Mr. F. Archambault, Baritone

Mr. Bohumir Kryl, Cornet

Part I — Liszt.

1. Second Hungarian Rhapsody
2. Polonaise No. 2
3. "Les Preludes" (Symphonic Poem)

Symphonic Poem, "Les Preludes". — Franz Liszt. Born, Oct. 22, 1811, at Raiding, Hungary. Died, July 31, 1886, at Bayreuth.

Liszt was moved to the composition of "Les Preludes" by the following passage from Lamartine's Meditations Postiques:

"What is Life but a series of preludes to that unknown song whose initial solemn note is tolled by Death? The enchanted dawn of every life is love; but where is the destiny on whose first delicious joys some storm does not break?—a storm whose deadly blast disperses youth's illusions, whose fatal bolt consumes its altar. And what soul thus cruelly bruised, when the tempest rolls away, seeks not to rest its memories in the pleasant calm of rural life? Yet man allows himself not long to taste the kindly quiet which first attracted him to Nature's lap; but when the trumpet gives the signal he hastens to danger's post, whatever be the fight which draws him to the lists, that in strife he may once more regain full knowledge of himself and all his strength."

4. First Hungarian Rhapsody

Part II — Rubinstein.

5. Overture, "Triumphal"
6. Song, "Thou Art Like Unto a Flower"
7. Paraphrase on "Melody in F"
8. Aria for Soprano
9. Ballet Music from "Feramors"

Dance of the Bayarderes

Torch Dance of the Brides of Kashmire

Ballet Music, "Feramors". — Anton Rubinstein. Born, Nov. 28, 1839, at Wechwotynez, Russia. Died, Nov. 20, 1894, at Peterhof, near St. Petersburg.

"Feramors", the second of Rubinstein's operas, was first produced in 1863 at Dresden, the text being an adaptation by Julius Rodenberg from Thomas Moore's captivating oriental romance, "Lalla Rookh". Many years ago the composer made an arrangement, for a concert performance, of three pieces of ballet music and a wedding march, a group of selections which has since continued to enjoy a high degree of popularity. Only two of these numbers are given upon this occasion, the Dance of the Bayaderes and the Torch Dance of the Brides of Kashmire.

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Military Night

"AMERICANA"

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Composed especially for this festival by
FREDERICK NEIL INNES

Soloists:

Mrs. Partridge, Soprano
Mr. F. N. Huttmann, Tenor
Mr. F. Archambault, Baritone
Mr. Bohumir Kryl, Cornet

The San Francisco May Festival Chorus of one thousand voices
Dr. H. J. Stewart, Director, Mr. W. C. Stadtfeld, Associate Director
Oakland Chorus organized and drilled by Mr. Alex. Stewart
The Costumed Brigade of Musical Blacksmiths, etc.
The Military Pageant by
First Regiment N. G. C. (1000 men) Col. George Filmer, Commanding
California Naval Militia, Capt. George Wm. Bauer, Commanding
G. A. R. Veterans under Capt. J. Murray Bailey, Past Post Commander
George H. Thomas Post No. 2. First Regiment Military Band, Field
Music, Drum and Fife Corps, etc., the whole being reviewed by
Governor George C. Pardee

1. Prelude, "Robin Hood" ..... *De Koven*
2. March, "The American Citizen" (New) ..... *Mayor E. E. Schmitz*
   (Directed by the Composer)
3. (*a*) "Narcissus"
   (*b*) "The Gondolier" ..... *Nevin*
4. Overture, "William Tell" ..... *Rossini*

Intermission

(A Fanfare of Trumpets will sound two minutes before the commencement of the next part.)

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Preceding the Allegory: "LOOKING BACKWARD"

A short address by Hon. Samuel M. Shortridge

"AMERICANA"

Part I — The Call to Arms.

The Allegory opens with an announcement of the "Battle Hymn of the Republic" and this is followed by a Pastoral Scene, descriptive of the agricultural pursuits of the South.

The Anvil Chorus, a typical work-shop scene, introducing the Brigade of Musical Blacksmiths and Electric Anvils, is suggestive of the industries of the North.

An Operatic Scene, by one of the Festival Soloists, indicates the amusements of the Nation at Peace.

A note of discord is heard, and the shot upon Fort Sumter brings out the National

"Star Spangled Banner".

"The Assembly" is heard. The mustering of troops follows.

"The Soldier's Farewell" and departure for the scene of war is shown, the universal supplication for Victory being typified by the concluding

"Prayer for Victory".

Intermission

(A Fanfare of Trumpets will sound two minutes before the commencement of the next part.)

Part II — War and Peace.

The rival armies, encamped within hearing distance, listen to each other's Camp-Fire Songs.

"The Suwanee River" is answered by the Northern "Columbia the Gem of the Ocean", this in turn calling forth the Southern "Dixie".

"The Vacant Chair" follows, and "The Mocking Bird" is heard from a passing band.

"The Two Grenadiers" precedes the plaintive "Just Before the Battle, Mother".

The Calm preceding the Storm is indicated.

"Reveille" is heard. "Breakfast Call" follows.

The boom of distant cannon, followed by the rattle of musketry and the discordant sounds of conflicting armies, announce the shock of battle.

"The Bonnie Blue Flag" is heard, and this is immediately answered by "The Battle Cry of Freedom" The noise of battle gives way to the dying Drummer Boy's "Sweet Spirit Hear My Prayer", and "The Hallelujah Chorus" proclaims God's benediction on a reunited Nation.

"When Johnnie Comes Marching Home" we all unite in cheering the returning heroes and in singing that glorious outburst of Liberty—

"AMERICA"

My country! 'tis of thee,
Sweet land of liberty,
Of thee I sing;
Land where my fathers died!
Land of the pilgrim's pride!
From every mountain side
Let freedom ring!

The C. G. Conn Band Instruments, exclusively.

Mr. Bohumir Kryl

San Francisco, Thursday Afternoon, May Fourth

(Commencing at 2:30 o'clock)

French-Russian Composers

Soloists:

Mr. F. Archambault, Baritone
Mr. Bohumir Kryl, Cornet

Part I. French.

1.	Festival Overture, "Robespierre"	*Litolff*
2.	Two Descriptive Short Pieces	*Gillet*
	(*a*) "The Rustic Mill"	
	(*b*) "Near the Ball"	
3.	"Dio Possente", from "Faust" (Aria for Baritone)	*Gounod*
4.	Prelude "Mignon"	*Thomas*

Part II. Russian.

5.	Overture, "Life for the Czar"	*Glinka*
6.	"Cleopatra" (Fantasy for Cornet)	*Arban*
7.	Two short characteristic pieces:	
	(*a*) "The Czarina"	*Ganne*
	(*b*) "The Cossack"	*Khakoff*

8. FESTIVAL OVERTURE, "1812" ..... *Tschaikowsky*

OVERTURE "1812", OPUS 49.

PETER ILJITSCH TSCHAIKOWSKY.
Born, May 7, 1840, at Wotkinsk.
Died, Nov. 6, 1893, at St Petersburg.

In order to properly understand the title and contents of this elaborate composition it is necessary to call to mind certain stirring events which took place in Russia during the year 1812. A few days after the battle of Borodino in September, it will be remembered, Napoleon entered Moscow with the French troops and occupied the Kremlin, or citadel. But on the same night the inhabitants fired the town, which act served as a signal for a general uprising of the Russian peasantry. This and other unfavorable conditions made it necessary for Napoleon in his turn to withdraw from the now ruined city, which he did about a month later, after first making futile attempts to demolish the Kremlin. It is this bit of history which constitutes the programme, so to speak, of the solemn overture "The Year 1812" —sometimes called "The Holy War". Tschaikowsky (whose name, by the way, it is said should be spelled Czajkowsky in English) undertook the composition of this work at the suggestion of Nicholas Rubinstein, who was arranging a great patriotic musical festival in celebration of the consecration of the Cathedral of Christ the Redeemer at Moscow. The overture was to be performed out-of-doors, in the public square in front of the Cathedral, by an orchestra of grand dimensions, re-inforced by volleys of artillery and a full military band for the finale. The score was completed at Kamenka in 1880.

Three easily recognized themes form the principal material of the overture, the first being taken from a Russian Hymn—"God Preserve Thy People", the second the "Marseillaise", and the third the Russian national anthem. It has been pointed out in this connection, however, that the close association of the two last-named melodies was merely a liberty on Tschaikowsky's part, as it is not likely that either of them could have figured in connection with the events mentioned above, the "Marseillaise" being supposed to have gone out of use in the French army prior to 1812, while Alexis von Lowoff (Lvov—1799—1870) did not compose the Russian national anthem until 1863. (The words, by the way, were written in 1833 by one Shukowski.) But if somewhat amiss chronologically, they do good service so far as the ends to which they are here put are concerned—better, from picturesque and patriotic points of view, probably, than any others which might have been chosen.

A few words will suffice to describe the general structure of this overture: In the beginning is heard the Russian hymn above mentioned—in E flat major, Largo and 3-4 time. The movement presently works up to a powerful dramatic climax, this being followed by a more tranquil passage (Andante and 4–4 time). All this by way of introduction, the body proper of the overture now setting in turiously—in E flat minor, Allegro giusto and 4–4 time. What follows has to do, according to M. Berezovsky, with the battle of Borodino. As the exciting development proceeds the "Marseillaise" grows stronger and stronger, and the French seem about to carry the day, when all of a sudden everything is overwhelmed in a mighty uproar, out of which the opening theme of the introduction emerges triumphantly, now most sonorously scored for the full orchestra. A boisterous coda, with the Russian national anthem in the bass, then brings the overture to a close.

In spite of all its gorgeous display of orchestral resources it is said that Tschaikowsky did not hold this work to be among his best efforts, and that he even raised strong objections to its performance in Berlin during the course of his European tour of 1888.

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Part I.

1. Huldigungsmarsch
   Vorspiel, "Lohengrin" ..... *Wagner*

Vorspiel, "Lohengrin".

Richard Wagner.
Born, May 22, 1813, at Leipsic.
Died, Feb. 13, 1883, at Venice.

From Paris in April, 1850, Wagner wrote to Liszt, who was then at Weimer, entreating him to perform "Lohengrin", with the result that it was brought out (at Weimar and under Liszt's direction) on the 28th of the following August, the anniversary of Goethe's birthday. "Lohengrin" is the last of Wagner's compositions which were inscribed "opera" by the composer. It is intimately associated in sentiment with his last work, "Parsifal"; in fact, Parsifal was Lohengrin's father.

The Vorspiel is one of Wagner's most spirituelle compositions. Liszt regarded it as "a sort of magic formula which, like a mysterious initiation, prepares our souls for the sight of unaccustomed things, and of a higher signification than those of our terrestrial life". It is one uninterrupted development of the "Grail" motive of the opera, which at first glimmers forth in an extremely high register and gradually increases in volume through a steady crescendo to a full climax, and then dies away as mysteriously as it came.

The Vorspiel seems to portray, in little, the whole action of the opera—the coming of Lohengrin and his subsequent departure—but Wagner himself has provided the following key to its meaning:

To the enraptured look of the highest celestial longing for love, the clearest blue atmosphere of heaven at first seems to condense itself into a wonderful, scarcely perceptible but magically pleasing vision; with gradually increasing precision the wonder-working angelic host is delineated in infinitely delicate lines as, conveying the holy vessel (the Grail) in its midst, it insensibly descends from the blazing heights of heaven. As the vision grows more and more distinct, as it hovers over the surface of the earth a narcotic, fragrant odor issues from its midst; entrancing vapors well up from it like golden clouds, and overpower the sense of the astonished gazer, who, from the lower depths of his palpitating heart, feels himself wonderfully urged to holy emotions. Now throbs the heart with the pain of ecstasy, now with the heavenly joy which agitates the breast of the beholder; with irresistible might all the repressed germs of love rise up in it, stimulated to a wondrous growth by the vivifying magic of the vision; however much it can expand, it will break at last with vehement longing impelled to self-sacrifice and toward an ultimate dissolution, such as never yet human hearts have felt. And yet this feeling revels again in the supremest bliss as, imparting comfort the nearer it approaches, the divine vision reveals itself to our entranced senses, and when at last the holy vessel shows itself in the marvel of undraped reality, and clearly revealed to him to whom it is vouchsafed to behold it, as the Holy Grail, which from out of its divine contents spreads broadcast the sunbeams of highest love, like the lights of a heavenly fire that stir all hearts with the heat of the flame of its everlasting glow, the beholder's brain reels—he falls down in a state of adoring annihilation. Yet upon him who is thus lost in love's rapture the Grail pours down its blessing, with which it designates him as its chosen knight; the blazing flames subside into an ever-decreasing brightness which now, like a gasp of breath of the most unspeakable joy and emotion, spreads itself over the surface of the earth and fills the breast of him who adores with a blessedness of which he had no foreboding. With chaste rejoicing, and smilingly looking down, the angelic host mounts again to Heaven's heights; the source of love, which had dried up upon the earth, has been brought by them to the world again—the Grail they have left in the custody of pure-minded men, in whose hands its contents overflow as a source of blessing, and the angelic host vanishes in the glorious light of Heaven's blue sky, as, before, it thence came down.

2. "Carmina" (Fantasy for Cornet) ..... *Wilson*

3. Second Hungarian Rhapsody ..... *Liszt*

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Part II.

"THE HYMN OF PRAISE".....*Mendelssohn*
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No. 1—SYMPHONY

Maestoso con Moto—Allegro—Allegretto agitato
Adagio religioso

No. 2.—CHORUS.

All men, all things, all that has life and breath, sing to the Lord. Halielujah.

Praise ye the Lord with lute and harp, in joyful song extol him, and let all flesh magnify His might and His glory.

No. 2½.—SOLO (Soprano) and SEMI-CHORUS.

Praise thou the Lord, O my spirit, and my inmost soul praise His great loving-kindness.

Praise thou the Lord, O my spirit, and forget thou not all His benefits.

No. 3.—RECITATIVE.—(Tenor.)

Sing ye praise, all ye redeemed of the Lord, redeemed from the hand of the foe, from your distresses, from deep affliction; who sat in the shadow of death and darkness. All ye that cry in trouble unto the Lord, sing ye praise! give ye thanks, proclaim aloud His goodness.

AIR.—(Tenor.)

He counteth all your sorrows in the time of need. He comforts the bereaved with His regard. Sing ye praise, give ye thanks, proclaim aloud His goodness.

No. 4.—CHORUS.

All ye that cried unto the Lord in distress and deep affliction. He counteth all your sorrows in the time of need.

No. 5.—DUET (Soprani) and CHORUS.

I waited for the Lord, He inclined unto me, He heard my complaint; O blessed are they that hope and trust in the Lord.

No. 6.—AIR.—(Tenor.)

The sorrows of death had closed all around me, and hell's dark terrors had got hold upon me, with trouble and deep heaviness; but said the Lord, "Come, arise from the dead, and awake thou that sleepest, I bring thee salvation."

RECITATIVE.—(Tenor.)

We called through the darkness, "Watchman, will the night soon pass?" The watchman only said, "Though the morning will come, the night will come also". Ask ye, enquire ye, ask if ye will, enquire ye, return again, ask,— "Watchman, will the night soon pass?"

No. 7.—SOLO (Soprano) and CHORUS.

The night is departing, the day is approaching. Therefore let us cast off the works of darkness, and let us gird on the armour of light. The day is approaching, the night is departing.

Thursday Night, May Fourth — *Continued*

No. 8.—CHORAL.

Let all men praise the Lord,
In worship lowly bending,
On His most Holy Word,
Redeem'd from woe, depending.
He gracious is and just,
From childhood us doth lead;
On Him we place our trust
And hope in time of need.

Glory and praise to God,
The Father, Son, be given,
And to the Holy Ghost,
On high enthron'd in Heaven.
Praise to the Three-One God;
With pow'rful arm and strong,
He changeth night to day;
Praise Him with grateful song

No. 9.—DUET.—(Soprano and Tenor.)

My song shall alway be Thy mercy, singing Thy praise, Thou only God, my tongue ever speaks the goodness Thou hast done unto me. I wander in night and foulest darkness, and mine enemies stand threatening around, yet called I upon the Name of the Lord, and He redeemed me with watchful goodness.

No. 10.—CHORUS.

Ye nations, offer to the Lord glory and might
Ye monarchs, offer to the Lord glory and might
Thou heaven, offer to the Lord glory and might
The whole earth, offer to the Lord glory and might
O give thanks to the Lord, praise Him all ye people,
and ever praise His Holy Name
Sing ye the Lord, and ever praise His Holy Name
All that has life and breath, sing to the Lord.

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1. From "Midsummer Night's Dream" . . . . . *Mendelssohn*

(*a*) Overture

(*b*) Scherzo

(*c*) Wedding March

Overture,
"A Midsummer Night's Dream"

Felix Mendelssohn-Bartholdy
Born, Feb. 3, 1809, at Hamburg.
Died, Nov. 4, 1847, at Leipsic.

This beautiful work, one of the most striking examples of precocious composition on record, is (from a chronological standpoint) quite distinct from the incidental music which Mendelssohn afterward wrote to Shakespeare's famous play. The latter, embracing the well-known wedding march, was not put forth until 1842 or 1843— subsequent to the oratorio "Saint Paul", the "Lobgesang", and the "Italian" and "Scotch" symphonies — and remained unperformed until about four years before Mendelssohn died. The overture, however, was a product of 1826— while Mendelssohn was still in his eighteenth year and under the tutelage of Zelter: it was first played during that year at the Mendelssohn's family's garden-house at Berlin. The first public presentation occured in February of the following year at Settin.

Friday Afternoon, May Fifth — *Continued*

2. PROLOGUE, "I PAGLIACCI" ..... *Leoncavallo*

3. SYMPHONIC POEM, "PHAETON" ..... *Saint Saens*

SYMPHONIC POEM, "PHAETON". CAMILLE SAINT SAENS.
Born, Oct. 9, 1835, at Paris.

The Greek tradition from which the composer drew his inspiration is well known, but as a key to the programme of this composition it may be summarized as follows:

Helios rises in the morning from the ocean to guide the fire-breathing steeds of the shining sun-chariot through the sphere of Heaven. At night he again sinks into the ocean in the west and rides in a golden boat around the northern hemisphere to the east, where his gorgeous palace lies. One day his son, Phaeton, an ambitious youth, prevailed on his father to allow him to drive the chariot; but his arms were not strong enough to bridle the wild steeds which tore along, now above the road, scorching Heaven, and then below it, endangering the earth, until Jupiter, in order to save the universe from destruction, was compelled to kill him with a thunderbolt. Phaeton fell into the river Eridanos. There his sisters mourned over him.

Saint Saens' descriptive composition with a depiction of Phaeton's setting out upon his mad and fatal ride:

"The clatter of the horses' hoofs and the noise of the chariot wheels are at first but faintly audible; but the commotion gradually increases as the high-mettled steeds tear along in their wild race with Phaeton spurring them on, evidently in high glee and wholly unmindful of the havoc he is making and of the danger he is incurring.

"A more tranquil theme seems to portray the repressed enjoyment which the daring youth feels as he rushes along.

"Then the frenzied race is renewed until the intrepid lad's career is abruptly cut short by Jupiter's thunderbolt, which descends with a crash and hurls him from his chariot into the river beneath."

The work is stamped throughout with that peculiar ease of writing and piquancy of flavor which are native with this composer and which, in conjunction with his many other accomplishments, have made him the foremost musician of France.

4. CONCERTO FOR HARP ..... *Williams*

5. (*a*) "FUNERAL OF SIEGFRIED" ..... *Wagner*

   (*b*) FUNERAL MARCH FROM SONATA, OPUS 35 ..... *Chopin*

"MARCH FUNEBRE". FREDERICK CHOPIN.
Born, Feb. 22, 1810, near Warsaw.
Died, Oct. 17, 1849, at Paris.

This remarkable composition of Chopin's is so well known as to preclude the necessity for any comment at this time. The piece in its original form constitutes the slow movement of Chopin's great second pianoforte sonata in B flat minor, Opus 35. From a poetical standpoint it seems to tell, not of the pomp and display of a funeral cortege, but, rather, of the crushing of some cherished ambition—the death of some fond hope. The following story, concerning the extraordinary circumstances under which Chopin composed this famous piece, will probably be new to most people:

It seems that the inspiration came to Chopin in the studio of M. Ziem, in the Rue Lepic, and was suggested by a story told him by the artist. M. Ziem had been one evening to the studio of Prince Edmond de Polignac with Compte de Ludre and M. de Valdrome. There was a skeleton in the studio, and among other Bohemian whimsicalities Prince Edmond placed the skeleton on a chair in front of the piano and guided its fingers over the keys. "Some time later on", says M. Ziem, "Chopin came into my studio, just as George Sand depicts him—the imagination haunted by the legends of the land of frogs, besieged by nameless shapes. After frightful nightmares all night, in which he had struggled against spectres who threatened to carry him off to hell, he came to rest in my studio. His nightmares reminded me of the skeleton scene, and I told him of it. His eyes never left my piano, and he asked, 'Have you a skeleton?' I had none; but I promised to have one that night, and so invited Polignac to dinner and asked him to bring his skeleton. What had previously been a mere farce", continued M. Ziem, "became, owing to Chopin's inspiration, something grand, terrible and painful. Pale, with staring eyes, and draped in a winding sheet, Chopin held the skeleton close to him, and suddenly the silence of the studio was broken by the broad, slow, deep, gloomy notes. The 'Dead March' was composed there and then from beginning to end."

6. "A MERRY ZINGARA" (Song for Soprano)

7. "PEER GYNT" (Suite) ..... *Grieg*

   (*a*) SUNRISE (*b*) AASA'S DEATH

   (*c*) ANITRA'S DANCE (*d*) PEER GYNT AND THE GNOMES

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Dr. H. J. Stewart, Director, Mr. W. C. Stadtfeld, Associate Director
Oakland Chorus organized and drilled by Mr. Alex. Stewart

Part I.

1. From "The Mastersingers"

"Die Meistersinger".
Introduction to Act III, Vorspiel.

Richard Wagner.
Born, May 22, 1813, at Leipsic.
Died, Feb. 13, 1883, at Venice.

The introduction to the third act of this delightful comedy is one of Wagner's most effective compositions. It is expressive of the emancipation of the true poetic principle from the shackles of tradition and its final triumph over the petty antagonisms of pedantry. The movement opens with the theme of Hans Sachs' monologue, which occurs in the ensuing act. This is superseded by the chorale, "Awake! draws nigh the break of day", with which the townspeople hail Hans Sachs' arrival at the festival. This chorus of greeting is interrupted by passages from the "Cobbler's Song" which Wagner himself described "as if the man looking up from his work had lost himself in tender and pleasant reveries". The chorale is then taken up again, and at its conclusion the opening theme is resumed, "now powerfully expressive of the agitation of a deeply moved breast. Calmed down and tranquilized, it then attains the utmost serenity of a quiet and happy resignation."

The Vorspiel is constructed from the principal themes of the opera and opens with the Mastersingers' motive, a pompous and ostentatious march theme. The development of this motive leads at length to another march theme, known as the "King David" motive, which figures in the opera as the accompaniment for the procession of the Mastersingers when they repair to the church for the annual tournament of song. This is superseded by a return of the Mastersingers' motive, elaborately worked up for full band. The ever beautiful Prize Song is touched upon and succeeded by a parodized version of the first theme in the woodwinds (staccato) against a droll counterfigure representative of the apprentices' derision of Beckmesser at the singing contest. The development eventually leads around to the conclusion, in which a remarkable example of Wagner's fertility of invention and mastery of technique is disclosed in the coincidental treatment of the principal themes cited.

(*a*) Overture

(*b*) Quintette

(*c*) Walter's Prize Song

2 "Lohengrin"

(*a*) Bridal Chorus and Verwandlungs

(*b*) Elsa's Dream (Aria for Soprano)

Intermission

(A Fanfare of Trumpets will sound two minutes before the commencement of the next part.)

Part II.

3. "Parsifal", Procession of Knights of the Holy Grail

4. "Dreams" (Cornet Solo)

5. "Tannhauser"

Overture, "Tannhauser".

Richard Wagner.
Born, May 22, 1813, at Leipsic.
Died, Feb. 13, 1883, at Venice.

The inspiration to write "Tannhauser" came to Wagner upon visiting the castle of Wartburg, while en route from Paris to Germany in 1842. The opera was brought out in Dresden on the 19th of October, 1845. At the outset of its career "Tannhauser" encountered many storms of disapproval, but like a gallant ship it weathered the tempests bravely and finally sailed triumphantly into the haven of success. The unfortunate circumstances attending the initial Paris performance and the production at Weimar under Liszt's direction must indeed have been distressing, but they had no important bearing upon Wagner's later career, nor did they in any permanent manner interfere with the steady progress of his works into lasting favor. Wagner's music-dramas are distinct and apart from the great mass of operas. They are not merely theatrical; they are vividly and pulsatingly alive, every scene which he conceived being invested with an element of fervid human reality. The labyrinthine intricacy of their musical settings for a time prevented their being clearly comprehended by the public, and consequently their growth into popularity was somewhat retarded, but since the world has come to understand them they have rapidly taken a deep and lasting hold upon its regard.

The "Tannhauser" Overture is too well known to need any extended resume, but a brief recital of the principal themes, as shown in the present transcription, may be acceptable. It opens with the sedate, Gothic-like Pilgrims' chorus, which serves as an introduction. This is at first given out in a subdued, chant-like manner, and afterward expanded into a majestic anthem, with the melody in the brasses and a singularly wierd, shimmering counter-figure in the clarinets.

The first theme of the main body of the Overture is the Tannhauser motive, which will be heard in the horns against a high, trembling figure in the clarinets.

The second theme is the sweeping song of love which Tannhauser sings at the contest in the Wartburg castle. The melody is in the clarinets, with an accompaniment scored for full band.

After an intense development, which halts for a moment to make way for Venus' enticing song, a return is made to the Pilgrims' chorus swelling into the mighty pæon which brings the Overture to a close.

(*a*) "Hail, Bright Abode" (Chorus)

(*b*) "Sweet Evening Star" (Romanza for Baritone)

(*c*) Overture

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San Francisco, Saturday Afternoon, May Sixth

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Mr. Bohumir Kryl, Cornet

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Part I.

1. Overture, "Gaudeamus Igitur" ..... *Tobani*
2. (*a*) "In the Mill" ..... *Eilenberg*
   (*b*) "In the Barnyard" (Concert Galop) ..... *Fahrbach*
3. "Sweet Sixteen" (Cornet Solo) ..... *Aronson*
4. "From all Lands" (Fantasy) ..... *Godfrey*
5. (*a*) Largo ..... *Handel*
   (*b*) "Gloria California" ..... *Pasmore*
   (*c*) "Blue Danube" (Waltz) ..... *Strauss*

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Saturday Afternoon, May Sixth — *Continued*

Intermission

(A Fanfare of Trumpets will sound two minutes before the commencement of the next part.)

Part II.

6. "In ye Olden Tyme" (Minuet) ..... *Mozart*
   (Costume Dance by Pupils of Public Schools)
7. Scenes from "The Mikado" ..... *Sullivan*
8. "Violets" (Song for Tenor) ..... *Wright*
9. "America" (Festival Fantasy) ..... *Innes*

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My country! 'tis of thee,
Sweet land of liberty,
Of thee I sing;
Land where my fathers died!
Land of the pilgrim's pride!
From every mountain side
Let freedom ring!

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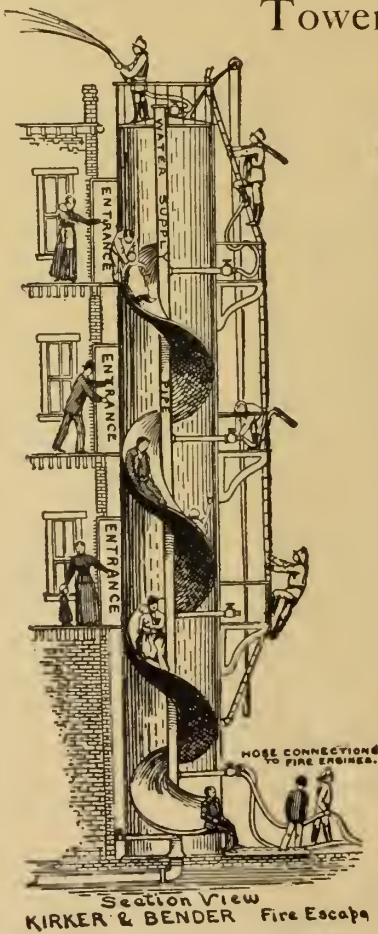

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Oakland Chorus organized and drilled by Mr. Alex. Stewart

Part I.

1. Overture, "Phedre" ..... *Massenet*
2. (*a*) Prelude, "Traviata" ..... *Verdi*
   (*b*) "A Coon Band Contest" ..... *Pryor*
3. Serenade for Baritone, "Damnation of Faust" ..... *Berlioz*
4. Two numbers from the Suite, "Montezuma" ..... *Dr. H. J. Stewart*
   (*a*) Valse Lente
   (*b*) Processional March
   (Directed by the Composer)
5. Scenes from "Faust" ..... *Gounod*

Intermission

(A Fanfare of Trumpets will sound two minutes before the commencement of the next part.)

Part II.

6. Overture, "Prince of Pilsen" ..... *Luders*
7. March, "La Fiesta" ..... *Hon. Alfred Roncovieri*
   (Directed by the Composer)
8. "My Old Kentucky Home" (Paraphrase) ..... *Foster-Langey*
9. Two Popular Marches,
   (*a*) "Stars and Stripes Forever" ..... *Sousa*
   (*b*) "Prince Charming" ..... *Innes*
10. Scenes from "Trovatore" ..... *Verdi*

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(Commencing at 3:15 o'clock)

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MR. FRITZ N. HUTTMANN, TENOR
MR. F. ARCHAMBAULT, BARITONE
MR. BOHUMIR KRYL, CORNET

1. OVERTURE, "RIENZI" ..... *Wagner*

OVERTURE, "RIENZI".

RICHARD WAGNER.
Born, May 22, 1813, at Leipsic.
Died, Feb. 13, 1883, at Venice.

"Rienzi, the Last of the Tribunes," although chronologically the third of Wagner's operas, was the first to meet with any noticeable favor and the first to be published. "Die Feen" he had composed in 1833 and "Das Liebesverbot" (founded upon Shakespeare's comedy "Measure for Measure") in 1836, but as neither of these had met with any success it remained for this imposing work to place him in his proper light before the musical world. "Rienzi", although a very sturdy and beautiful opera, can scarcely be regarded as characteristic of the mighty genius who afterward put forth those wonderful creations which startled the world with a shock from which it has not yet ceased to vibrate. A sojourn in Riga, as conductor of the orchestra at the theatre there, which brought him into constant contact with the pusillanimous works of Adam, Auber, Bellini, Mehul and other composers of that class, induced in him such deep disgust for their triviality that he forthwith resolved to compose an opera which should tax the full working capacity of the most spaciously equipped stage—a dazzling spectacle, in short. While in this frame of mind he lit upon Bulwer Lytton's famous novel, wherein he quickly discerned the material for such an opera, and in this spirit he set to work, composing the text and the music to the first two acts in 1838 while still at Riga. With this much of his opera in hand he set out for Paris, hoping to effect an entrance there for his work. But in this effort he was unsuccessful, and it was not until four years later—October 20, 1842,—that "Rienzi" was at last brought out, at Dresden. However, when it finally was presented it achieved an instant and immense success and, although relegated to the background by the composer in after years as an "earlier work", it has ever remained a high favorite with the musical public. The overture is in the then conventional "potpourri" style, being built up from prominent themes from the opera in a fashion which serves to epitomize the programme of the latter—a form which Wagner speedily abandoned for the more plastic and increasedly picturesque vorspiel. The themes which come saliently to notice in this overture are the opening peal of the trumpet, which is the signal for the popular revolt; Rienzi's prayer, from the fifth act; an excerpt from the spirited finale of the first act, leading to the Roman warcry (which the brasses shout in unison), and, lastly, the stirring chorus of salutation to "Rienzi" from the close of the second act.

2. AVE MARIA (For Tenor) ..... *Flotow*

3. COMMUNION IN G ..... *Batiste*
(Organ obligato by Dr. H. J. Stewart)

4. "HOLY CITY" (Cornet Solo) ..... *Adams*

5. SCENES FROM A PUNCH AND JUDY SHOW
(*a*) THE WEDDING ..... *Lecocq*
(In which is shown the procession to the church, the wedding ceremony, saluting the bride, and return home.)
(*b*) THE FUNERAL.

FUNERAL MARCH OF A MARIONETTE.

CHARLES FRANCIS GOUNOD.
Born, June 17, 1818, at Paris.
Died, Oct. 17, 1893, at Paris.

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"At the commencement of this movement it is supposed that two of the members of the troupe have had a fight, in which one of them has unfortunately been killed. The troupe sorrowfully mourns the sad fate of its companion, and organizes a party of pall-bearers, who shall respectfully carry the corpse of their friend to the cemetery.

"The procession sets forth, and on the road the troupe converse about the vicissitudes of life, and reflect sadly that it required but one pretty hard knock on the nose to knock the breath out of so talented an artiste!

"As it is the middle of summer, and therefore very warm weather, some of the troupe begin to find the way very long and wearisome, and feel the want of slaking their sorrow and their thirst at a tempting roadside tavern. They remark to each other that it is not the duty of the living to die for the dead, but that to enable them to 'bear up' they must enter and partake of some soothing and refreshing fluid.

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Sunday Afternoon, May Seventh — *Continued*

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"They fall into their places and enter the cemetery to the same phrase as the one at the beginning of the March. The last two bars appear to make allusion to the briefness and weakness of life, so easily extinguished."

6. ARIA FOR SOPRANO, FROM "QUEEN OF SHEBA" ..... *Gounod*
7. FIRST HUNGARIAN RHAPSODY ..... *Liszt*
8. "DIO POSSENTE" (Aria for Baritone) ..... *Gounod*
9. "ANGLO-AMERICANA" (Popular Fantasy) ..... *Bactens*

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Dr. H. J. Stewart, Director, Mr. W. C. Stadtfeld, Associate Director
Oakland Chorus organized and drilled by Mr. Alex. Stewart

Part I.

1. Overture, "The Martyrs" ..... *Donizetti*
2. Two Well-Known Hymns:
   (*a*) "Nearer My God to Thee"
   (*b*) "Jerusalem, the Golden"
3. Ave Maria ..... *Bach-Gounod*
4. "The Palms" (Song for Baritone) ..... *Faure*
5. Prelude, "Mignon" ..... *Thomas*
6. "The Judgment Day" (Aria for Soprano and Chorus) ..... *Rossini*

Intermission

(A Fanfare of Trumpets will sound two minutes before the commencement of the next part.)

Part II. Farewell Program

7. "How Can I Leave Thee?" (Festival Overture) ..... *Lassen*
8. "Then You'll Remember Me" (Song for Tenor) ..... *Balfe*
9. For Male Voices,
   (*a*) "The Knight's Farewell" ..... *Kunkel*
   (*b*) "Good-Bye, Ladies" ..... (Old College Song)
10. "Farewell", from "The Trumpeter of Saeckingen" (Cornet Solo) ..... *Nessler*
11. "Bonnie Scotland" (Popular Fantasy) ..... *Godfrey*

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